

DISCLOSURE BROCHURE
FORM ADV PART 2A

Rise North Capital Investment Advisors

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This brochure provides information about the qualifications and business practices of RNC RIA LLC dba Rise North Capital Investment Advisors. Being registered as an investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 781-519-6969. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

**ADDITIONAL INFORMATION ABOUT RNC RIA LLC DBA RISE NORTH CAPITAL
INVESTMENT ADVISORS (CRD #336740) IS AVAILABLE ON THE SEC'S WEBSITE AT
WWW.ADVISERINFO.SEC.GOV**

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

Since the last filing on January 2, 2025 the following material changes have occurred:

- address revised on cover pages

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

Item 3: Table of Contents

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Item 4: Advisory Business

Firm Description

RNC RIA LLC dba Rise North Capital Investment Advisors (“RNCIA”) was founded in 2025. Sabrina Logan is 100% owner. Jim Driscoll is the Chief Compliance Officer

Types of Advisory Services

ASSET MANAGEMENT

CO-ADVISOR

RNCIA offers discretionary asset management services through the utilization of Co-Advisors to advisory Clients. RNCIA will not manage any Client accounts outside of the Co-Advisors.

RNCIA will provide the following services when recommending services provided by Co-Advisors:

- Refer persons it believes are suitable and appropriate to one or more of the provided programs and provide certain ongoing services to Clients.
- Customize the Client’s Portfolios (either through the designation of asset allocations, the selection of portfolios, funds and strategies for each investment category in the Portfolio or a combination of the foregoing).
- Obtain information regarding the Client’s investment history and profile in order to understand the Client’s investment needs and objectives, reasonable restrictions and risk tolerance, and other relevant information, used to generate a proposal through the Platform for a recommended Portfolio for the Client.
- On behalf of the Client, designate allocations and select portfolios, funds and strategies for each investment category in the proposal or portfolio and make adjustments to the proposed portfolio as appropriate and consistent with the agreement of the Client.
- Verify at least annually whether the Client’s investment objectives or other financial needs have changed and notify Co-Advisors of any changes that need to be made to a Client account.
- RNCIA has full discretion to hire and fire Co-Advisors as they deem suitable. Co-Advisors will maintain the models or investment strategies agreed upon between Co-Advisors and RNCIA.

Co-Advisors execute trades on behalf of RNCIA in Client accounts. RNCIA will be responsible for the overall direct relationship with the Client. RNCIA retains the authority to terminate the Co-Advisor relationship at RNCIA’s discretion.

ERISA PLAN SERVICES

RNCIA provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans as a 3(21) advisor:

Limited Scope ERISA 3(21) Fiduciary. RNCIA may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions. As an investment advisor RNCIA has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using RNCIA can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide investment advice to the Client about asset classes and investment options available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. RNCIA acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment option for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment options available to them under the Plan. Client understands RNCIA's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, RNCIA is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. RNCIA will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

RNCIA may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between RNCIA and Client.

3. RNCIA has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;

- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to RNCIA on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL PLANNING AND CONSULTING

RNCIA offers the following financial planning and consulting services as outlined below:

Full Financial Plan

Financial planning services include a complete evaluation of an investor's current and future financial state and will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. RNCIA will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals:** Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan:** Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.
- **Long-term investment plan:** Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Estate preservation:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

If a conflict of interest exists between the interests of RNCIA and the interests of the Client, the Client is under no obligation to act upon RNCIA's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through RNCIA. Financial plans will be completed and delivered inside of sixty (60) days contingent upon timely delivery of all required documentation.

Ongoing Financial Planning

Ongoing financial planning is distinct from one-time financial planning engagements in that they provide continuous support, monitoring, and strategic updates to a client's financial plan. These

services are offered on a monthly basis and may include the following areas of review, planning, and consultation:

- **Review of Assets (Real & Investment Accounts):** Collection and analysis of statements outlining savings, investment accounts, retirement plans, and real property holdings.
- **Goal and Values Reassessment:** Periodic review of client goals to track progress, adjust for life events or value shifts, and ensure alignment with long-term objectives.
- **Comprehensive Risk Management:** Evaluation of client exposure across key risk domains, including:
 - Life, disability, and long-term care insurance needs;
 - Property and casualty coverage;
 - Asset protection strategies;
 - Emergency fund sufficiency;
 - Liability exposure and risk mitigation recommendations;
 - Coordination with legal and insurance professionals, where appropriate.
- **Retirement Plan Contribution and Allocation Review:** Ongoing analysis of retirement plan deferral percentages, employer match utilization, and asset allocation. Recommendations made based on plan options, goals, and market conditions.
- **Investment Review, Planning, and Implementation:** Ongoing review of non-retirement investments, fund/asset performance, tax implications, and rebalancing strategies. Implementation support provided based on client approval.
- **Net Worth, Liability, and Income Summary:** Updated financial summary including assets, liabilities, and income. Comparison to previous periods to monitor trends and progress.
- **Quarterly Progress Meetings:** Each client is offered quarterly virtual or in-person meetings to discuss planning topics, monitor progress, address questions, and make necessary updates to the financial plan.

EDUCATIONAL WORKSHOPS

RNCIA holds educational workshops to educate the public on different types of financial topics and the different services they offer. The workshops are educational in nature and no specific investment or tax advice is given.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

Wrap Fee Programs

RNCIA does not sponsor any wrap fee programs.

Client Assets Under Management

RNCIA has the following Client assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$0	\$0	October 13, 2025

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

ASSET MANAGEMENT

CO-ADVISOR

Foundations Investment Advisors, LLC

RNCIA offers discretionary direct asset management services to advisory Clients. RNCIA has entered into a Co-Advisor Agreement with Foundations Investment Advisors, LLC ("FIA"). FIA is a Registered Investment Advisor registered with the Securities and Exchange Commission that provides administrative and sub-advisory services.

FIA offers an actively managed program of model manager, portfolio managers, strategists, and third party money manager. The fee will be disclosed to the Client in the Investment Advisory Agreement and RNCIA's fees are negotiable. The Client fee for these services will be based on a percentage of assets under management as follows:

Assets Under Management	RNCIA Annual Fee	Foundations Annual Fee	Total Maximum Annual Fee
All Current and Future Assets	1.3%	0.70%	2.0%

Fees are billed monthly in arrears based on an average daily balance of the account for the previous month. The calculation for the average daily balance is based on the formula (A/D) x (F/P).

A = the sum of the daily balances in the billing period

D = number of days in the billing period

F = annual management fee

P = number of billing periods per year

The annual fee is negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After the initial five (5) business days, the agreement may be terminated by RNCIA with thirty (30) days written notice to Client and by the Client at any time with written notice to RNCIA. If cash and/or securities are deposited into or withdrawn from an existing account mid billing period a prorated fee will be charged for that portion of the account. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All unpaid earned fees will be due to RNCIA. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 2%. The annual fee is negotiable and may be charged as a percentage of the Included Assets. Fees will be charged monthly in arrears based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated

withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, RNCIA shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of RNCIA for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. RNCIA does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, RNCIA will disclose this compensation, the services rendered, and the payer of compensation. RNCIA will offset the compensation against the fees agreed upon under the Agreement.

FINANCIAL PLANNING AND CONSULTING

RNCIA charges a fixed fee based on complexity and unique Client needs for full financial plans and an hourly fee for consultation services. Prior to the planning process the Client will be provided an estimated plan fee.

FIXED FEES

Full Financial Plans are offered based on a flat fee between \$1,500-\$3,000 based on complexity and unique Client needs.

These fees may be negotiable. Fees for financial planning services are billed 50% in advance with the balance due upon plan delivery.

Services are completed and delivered inside of sixty (60) days contingent upon timely delivery of all required documentation.

Ongoing Financial Planning

Following delivery of the initial plan, clients may elect to continue receiving ongoing support through a monthly ongoing financial planning service. Fees are based on the client's needs, service level, and complexity.

Tier	Monthly Fee	Services Included
I.	\$250/month	<ul style="list-style-type: none">• Budgeting and cash flow tracking• Debt reduction and credit management• SMART goal setting and accountability• Retirement savings strategy (401(k), IRA, Roth)• Basic investment review (allocation check, account types)• Risk exposure and insurance needs review (life, disability, emergency fund)• Net worth and income snapshot• Up to 2 meetings/year
II.	\$400/month	Includes everything in Tier 1, plus: <ul style="list-style-type: none">• Tax planning strategies (Income timing and distribution planning, Tax diversification planning)

		<ul style="list-style-type: none"> • Risk management & insurance review • Estate planning coordination (wills, trusts, POAs) • College savings & education planning • Investment allocation & implementation assistance • Quarterly planning sessions
III.	\$500–\$750/month	<p>Includes everything in Tier 1 and 2, plus:</p> <ul style="list-style-type: none"> • Business continuity & succession planning • Equity comp guidance (ISOs, RSUs, ESPPs) • Coordination with your CPA—or a referred tax professional—as needed to support tax planning opportunities • Estate attorney & insurance team coordination • Scenario modeling (retirement, business exit, liquidity events) • Family wealth transfer and gifting coordination • Unlimited consultations

Ongoing financial planning fees are billed in advance at the beginning of each month.

Clients may cancel services at any time with written notice. If a client cancels mid-cycle, any unearned portion of the fee will be prorated and refunded.

All fees are negotiable at the sole discretion of the advisor and will be clearly disclosed in the client agreement prior to engagement.

Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to RNCIA. RNCIA reserves the right to waive the fee should the Client implement the plan through RNCIA.

EDUCATIONAL WORKSHOPS

RNCIA holds educational workshops to educate the public on different types of financial topics and the different services they offer. The workshops are educational in nature and no specific investment or tax advice is given.

RNCIA may offers these seminars for a fee of \$0-\$25,000.

Client Payment of Fees

Fees for asset management services are:

- Deducted from a designated Client account. The Client must consent in advance to direct debiting of their investment account.

Fees for ERISA services will either be deducted from Plan assets or paid directly to RNCIA. The Client must consent in advance to direct debiting of their investment account.

Fees for financial planning services will be payable via:

- Check – to be remitted by Client to RNCIA

Electronic Payment via ACH Fees for educational workshops will be payable via:

- Check – to be remitted by Client to RNCIA
- Electronic Payment via ACH

Additional Client Fees Charged

Custodians may charge transaction fees and other related costs on the purchases or sales of mutual funds, equities, bonds, options and exchange-traded funds. Mutual funds, money market funds and exchange-traded funds also charge internal management fees, which are disclosed in the fund's prospectus. RNCIA does not receive any compensation from these fees. All of these fees are in addition to the management fee you pay to RNCIA. For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

RNCIA does not require any prepayment of fees of more than \$1,200 per Client and six months or more in advance.

Fees for financial planning services are billed 50% in advance with the balance due upon plan delivery

Ongoing financial planning fees are billed in advance at the beginning of each month.

Fees for educational workshop services are billed 50% in advance with the balance due within fifteen (15) days after the completion of the workshop.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to RNCIA.

External Compensation for the Sale of Securities to Clients

Investment Advisor Representatives of RNCIA receive external compensation from sales of investment related products such as insurance as licensed insurance agents. This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. This conflict is mitigated by disclosures, procedures, and RNCIA's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another insurance agent of their choosing.

Item 6: Performance-Based Fees and Side-by-Side Management

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

RNCIA does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for RNCIA to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

RNCIA generally provides investment advice to individuals, high net worth individuals, or business entities. Client relationships vary in scope and length of service.

Account Minimums

RNCIA does not require a minimum to open or maintain an account.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

Security analysis methods may include fundamental analysis, technical analysis, charting, and cyclical analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time by providing written notice to RNCIA. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with RNCIA:

- *Market Risk:* The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.

- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a client invests in open end mutual funds or ETFs, the client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in

stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which client invests.

- *Cash and Cash Equivalents Risk:* Cash and cash equivalents consist of investments like money market funds, certificates of deposit (CDs), Treasury bills, and short-term government bonds. They are generally considered low-risk compared to other asset classes. While they offer safety, liquidity, and stability, they come with certain risks, such as inflation, interest rate fluctuations, and opportunity costs.
- *Long-term purchases:* Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.
- *Short-term purchases:* Short-term investments are typically held for one year or less. Generally there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk — the risk that your investment's return will not keep up with inflation.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.

The risks associated with utilizing Co-Advisors include:

- Manager Risk
 - Co-Advisor fails to execute the stated investment strategy
- Business Risk
 - Co-Advisor has financial or regulatory problems
- The specific risks associated with the portfolios of the Co-Advisor's which is disclosed in the Co-Advisor's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

RNCIA and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

RNCIA and its management have not been involved in administrative enforcement proceedings.

Self- Regulatory Organization Enforcement Proceedings

RNCIA and its management have not been involved in any self-regulatory organizational enforcement proceedings that are material to a Client's or prospective Client's evaluation of RNCIA or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

RNCIA is not registered as a broker-dealer and no affiliated representatives of RNCIA are registered representatives of a broker-dealer.

Futures or Commodity Registration

Neither RNCIA nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Sabrina Logan is also the owner of Rise North Capital LLC, dba Rise North Capital which offers insurance services. Approximately 25% of her time is spent on this activity. Investment Advisor Representatives will offer Clients services from this activity. As an insurance agent, they may receive separate yet typical compensation.

This practice represents a conflicts of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Investment Advisor Representatives of RNCIA will remain dually registered with Foundations Investment Advisors, LLC while Clients are transitioned to RNCIA.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

RNCIA may also utilize the services of a Co-Advisor to manage Clients' investment portfolios. Co-Advisors will maintain the models or investment strategies agreed upon between Co-Advisor and RNCIA. Co-Advisors execute all trades on behalf of RNCIA in Client accounts. RNCIA will be responsible for the overall direct relationship with the Client. RNCIA retains the authority to terminate the Co-Advisor relationship at RNCIA's discretion.

In addition to the authority granted to RNCIA, Clients will grant RNCIA full discretionary authority and authorizes RNCIA to select and appoint one or more independent investment advisors ("Advisors") to provide investment advisory services to Client without prior consultation with or the prior consent of Client. Such Advisors shall have all of the same authority relating to the management of Client's investment accounts as is granted to RNCIA in the Agreement. In addition, at RNCIA's discretion, RNCIA may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors. RNCIA ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

This practice represents a conflict of interest as RNCIA may select Co-Advisors who charge a lower fee for their services than other Co-Advisors. This conflict is mitigated by disclosures, procedures, and by the fact that RNCIA has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics Description

The affiliated persons (affiliated persons include employees and/or independent contractors) of RNCIA have committed to a Code of Ethics ("Code"). The purpose of our

Code is to set forth standards of conduct expected of RNCIA affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of RNCIA. The Code reflects RNCIA and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

RNCIA's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other affiliated person, officer or director of RNCIA may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

RNCIA's Code is based on the guiding principle that the interests of the Client are our top priority. RNCIA's officers, directors, advisors, and other affiliated persons have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either affiliated persons or the company.

The Code applies to "access" persons. "Access" persons are affiliated persons who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

RNCIA will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

RNCIA and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

RNCIA and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide RNCIA with copies of their brokerage statements.

The Chief Compliance Officer of RNCIA is Jim Driscoll. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

RNCIA does not have a material financial interest in any securities being recommended. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running,

affiliated persons are required to disclose all reportable securities transactions as well as provide RNCIA with copies of their brokerage statements.

The Chief Compliance Officer of RNCIA is James Driscoll. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

RNCIA will require the use of specific custodians available through Co-Advisor FIA.

- *Research and Other Soft Dollar Benefits*
RNCIA does not have a direct relationship with the custodian and does not receive any soft dollar benefits.
- *Brokerage for Client Referrals*
RNCIA does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.
- *Directed Brokerage*
RNCIA does not allow directed brokerage accounts. Not all advisors require their clients to direct brokerage.

Aggregating Securities Transactions for Client Accounts

RNCIA does not directly trade for its or its Clients' accounts and therefore aggregation of securities transactions is not applicable.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Account reviews are performed quarterly by the Chief Compliance Officer of RNCIA, James Driscoll. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, RNCIA suggests updating at least annually.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

Clients receive written account statements no less than monthly for managed accounts. Account statements are issued by RNCIA's custodian. Client receives confirmations of each transaction in account from custodian and an additional statement during any month in which a transaction occurs. RNCIA may provide additional reports to Clients upon Client request.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest

RNCIA does not receive additional economic benefits from external sources.

Advisory Firm Payments for Client Referrals

RNCIA does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to carefully compare the account statements received directly from their custodians to any documentation or reports prepared by RNCIA.

RNCIA is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of RNCIA.

RNCIA is also deemed to have limited custody due to its Third-Party Standing Letters of Authorization ("SLOA").

RNCIA and its qualified custodian meet the following seven (7) conditions in order to avoid maintaining full custody and be subject to the surprise exam requirement:

1. The Client provides an instruction to the qualified custodian, in writing, that includes the Client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The Client authorizes RNCIA, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The Client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the Client's authorization and provides a transfer of funds notice to the Client promptly after each transfer.
4. The Client has the ability to terminate or change the instruction to the Client's qualified custodian.
5. RNCIA has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the Client's instruction.
6. RNCIA maintains records showing that the third party is not a related party nor located at the same address as RNCIA.
7. The Client's qualified custodian sends the Client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Item 16: Investment Discretion

Discretionary Authority for Trading

RNCIA requires discretionary authority to manage securities accounts on behalf of Clients. RNCIA has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. Client will authorize RNCIA discretionary authority as stated within the Investment Advisory Agreement.

RNCIA allows Clients to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. These restrictions must be provided to RNCIA in writing.

The Client approves the custodian to be used. RNCIA does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

Item 17: Voting Client Securities

Proxy Votes

RNCIA does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, RNCIA will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client. If the Client requires assistance or has questions, they can reach out to the investment advisor representatives of the firm at the contact information on the cover page of this document.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided to Clients because RNCIA does not serve as a custodian for Client funds or securities and RNCIA does not require prepayment of fees of more than \$1,200 per Client and six months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

RNCIA has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

RNCIA has not had any bankruptcy petitions in the last ten years.