



**Wrap Fee Disclosure Brochure  
(Part 2A - Appendix 1 of Form ADV)**

March 29, 2024

***GRANITE FINANCIAL WRAP FEE PROGRAM***

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Keel Point, LLC (the "Firm") is a registered investment adviser with the United States Securities and Exchange Commission ("SEC"). Registration of an investment adviser does not imply any level of skill or training. The information in this brochure has not been approved nor verified by the SEC nor by any state securities authority.

This Wrap Fee Disclosure Brochure provides information about certain business practices of Keel Point, LLC. If you have any questions about the contents of this brochure, please contact the Chief Compliance Officer at (256) 704-5111. Our website is [www.keelpoint.com](http://www.keelpoint.com). Additional information about Keel Point, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Our firm's CRD number is 127902.

## Item 2: Material Changes

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This Material Changes section of the Brochure is a summary of specific material changes that have occurred since the Firm's March 31, 2023, update. Pursuant to SEC rules, we will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our fiscal year. We will provide ongoing disclosure information about material changes as necessary.

The following items are considered to be material to our business. We have provided a description to highlight these items and encourage you to further review the detailed disclosures provided in our Brochure under the relevant section referenced.

Since the last annual amendment filing, Keel Point amended the following items in this brochure:

**Item 4: Advisory Business** to disclose: i) that as of Dec. 31, 2023, Keel Point has \$2,940,456,131 in regulatory assets under management.

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You may request a copy of our current Wrap Fee Disclosure Brochure at any time, which we will provide to you free of charge. If you would like to request a copy of our current brochure, please contact the Chief Compliance Officer at (256)704-5111.

## **Item 4: Services, Fees, and Compensation**

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### **Overview of Wrap Fee Program**

The purpose of this brochure is to describe certain details relating to the wrap fee program(s) of Keel Point, LLC (“Keel Point” or the “Firm”) and your potential participation, as a client of the Firm, in the *Granite Financial Wrap Fee Program* offered by the Firm. Generally, a “wrap fee program” is a program where a firm “wraps” both the assets under management fees for advisory services and the per transaction fees for execution services into a single fee charged to the client (may also be referred to herein simply as a “Wrap Fee”). Under a Wrap Fee arrangement, a client’s fees are the same regardless of the number of transactions in an account. Conversely, in a non-wrap fee account, a client would pay an asset management fee and a separate transaction fee for transactions within the account. Wrap Fee Programs may be more expensive to clients where there is very little trading activity in the account, where a buy and hold strategy is applied, or where no or low transaction cost investments are utilized. Alternatively, a non-wrap program may be more expensive if there is frequent trading activity in the account, if many transaction-based investments are utilized in the management of the account, or if there is frequent re-balancing of the account.

Since client fees are the same regardless of the number of transactions actually effected in the client’s account in any given quarter, the Wrap Fee (described below) may be lower or higher than the separate commission expense and management fee that would be charged for the same transactions. Clients should determine their level of trading activity relative to the potentially higher fees charged in a Wrap Fee Program to determine whether a Wrap Fee Program is cost effective, or whether the client would pay more or less, outside such a program.

### **The Firm Description**

Keel Point, LLC was founded in 1998 and Blue Creek Investment Partners, LLC was founded in 2003 (“Blue Creek”). In January of 2015, Keel Point, LLC and Blue Creek merged and with each client’s individual consent, assets managed by the Firm were assigned to the surviving Blue Creek entity; and that entity’s name was changed to Keel Point, LLC (in addition to being referred to herein as “Keel Point”, “KP” or the “Firm” the terms “our” or “us” or “we” may be

used as well).

The Firm's home office is located in Huntsville, Alabama, with branch offices in Birmingham, Alabama; Leawood, Kansas; Brentwood, Tennessee; Chattanooga, Tennessee; Greenville, North Carolina; Milford, New Hampshire; and McLean, Virginia. Keel Point Partners, LLC ("KPP") owns the Firm as well as the following other affiliates: a) Keel Point Capital, LLC ("KPC"), a broker-dealer registered with the SEC and a member of FINRA and SIPC; b) Keel Point Insurance Advisors, LLC ("KPIA"), a licensed insurance agency; and c) Keel Point Personal Money Management, LLC ("KPPMM"), an investment adviser registered with the Alabama Securities Commission that primarily provides non-discretionary daily money management services for individuals. KPP may own other entities in addition to KP, KPC, KPIA, and KPPMM. KPP is owned by certain client-investors and members of the Firm's management team. Additionally, the Firm has a sub-advisor agreement with KP Convexity SLP, LLC ("KP Convexity"), a special purpose vehicle whose activities are limited to serving as a special limited partner of certain private funds in which the Firm serves as the aforementioned sub-adviser, for which the Firm receives fees for such advisory services.

In 2023 the Firm entered into a transaction whereby Jonathan J. Edwards and Jacob R. Stewart transitioned as investment adviser representatives, from Granite Financial Partners, LLC, a previously SEC registered investment advisory firm, to Keel Point.

The Firm currently offers discretionary and non-discretionary investment advisory services, including providing financial planning, asset allocation, and portfolio construction recommendations, as well as managing client accounts across a range of asset classes and investments. At its core, the Firm focuses on delivering investment advisory services across a broad spectrum of clients, including individual wealth management and private client services, family office services, institutional services, including the construction and management of investment portfolios, and corporate financial services, including employee benefit and retirement plan services.

As of December 31, 2023, our firm had approximately \$2,940,456,131 in regulatory assets under management. We manage \$2,848,179,875 on a discretionary basis and \$92,276,256 on a non-discretionary basis.

#### **A. Description of Services Offered**

The Firm participates in and sponsors a certain wrap fee program, the *Granite Financial Wrap Fee Program* (the "Wrap Fee Program"). This allows Keel Point to manage client accounts for a single fee, that includes both portfolio management services and brokerage fees. Within the wrap program, the Firm will charge clients one fee, and pay all transaction fees using the fee collected from the client. Accounts participating in the wrap fee program are not charged higher advisory fees based on trading activity, however, clients should be aware that the Firm has an incentive to limit trading activities and/or select investments that may not have a transaction fee for those accounts since the firm absorbs those transaction fees. Under the Wrap Fee Program,

KPC (the Firm's affiliated broker-dealer) can serve as the broker-dealer to execute trading in the account, however, the client does have discretion to choose another broker-dealer. In those cases where the client chooses another broker-dealer, the client may have to pay a different fee, or may receive a different price for a security than other clients were charged for the same security.

The Wrap Fee Program(s) offered include the following:

- Granite Financial Wrap Fee Program

### **A.1 Schwab's Brokerage Services**

In addition to the advisory services, the Wrap Fee Program includes certain brokerage services of Charles Schwab & Co., Inc. ("Schwab") a broker-dealer registered with the SEC and a member of FINRA and SIPC. Our Firm is independently owned and operated and not an affiliate of Schwab. Schwab may act solely as a broker-dealer and not as an investment adviser to Wrap Fee Program clients. Schwab will have no discretion over your account and will act solely on instructions that it receives from our Firm or you as the client. Schwab has no responsibility for the Firm's services and undertakes no duty to you, the client, to monitor the Firm's management of your account or other services provided to you by the Firm. Schwab will hold the client's assets in a brokerage account and buy and sell securities and execute other transactions when the Firm instructs Schwab to do so. The Firm does not open the account for you.

### **A.2 Fees and Compensation**

The Firm will charge a single asset-based fee for services covered by the Wrap Fee Program. Billing of fees is in arrears or in advance as memorialized in the Firm's advisory contract with each client. Fees are deducted from clients' assets or clients are billed for fees incurred, as mutually agreed upon by the Firm and the client. Fees are paid monthly or quarterly in advance, depending on the terms of the client's specific advisory agreement. The monthly fee calculation is based upon the value of the client's account at the end of the previous month after adjustments for contributions and withdrawals of funds in the client's account. Initial and ongoing contributions during a billing period will be charged a prorated advisory fee for the days from inception to the end of the billing period based on the inception value. For distributions during the billing period, a portion of the fee will be refunded to the Client based on the number of days remaining in the billing period and the distribution value. Clients may terminate an advisory agreement. If an account is terminated in the middle of a billing period, a portion of the fee collected in advance will be refunded in an amount equal to the balance of the fees collected in advance minus the prorated fee based on the number of days elapsed in the billing period up to and including the day of termination. Clients may terminate their contract without penalty, for full refund, within five business days of signing the contract. Thereafter, clients may terminate the contract with thirty days' written notice.

### **A.3 Fees for Wrap Fee Program**

The Firm will charge a single asset-based fee for services covered by the Wrap Fee Program. The maximum fee charged for the program is set forth below:

- 1.00% on the first \$5,000,000 of market value of assets under management
- .70% on the amount between \$5,000,001 and \$15,000,000
- .40% on the amount between \$15,000,001 and \$25,000,000
- .25% on the amount between \$25,000,001 and above

For clients that transition to the Firm due to their advisor joining the Firm, previously contracted fee schedules will be honored, when possible. This should be the case for clients transitioning from Granite Financial Partners, LLC whose investment adviser representatives have joined the Firm as of 2023.

### **A.4 Fees the Firm Pays Schwab**

In addition to compensating the Firm for advisory services, the Wrap Fee paid by you, the client, to the Firm allows the Firm to pay for brokerage and executions services provided by Schwab. The Firm pays Schwab transaction costs for each executed trade in the Wrap Fee Program accounts. As a result, the Firm may have a financial incentive to limit orders for Wrap Fee Program accounts because trades increase the Firm's transaction costs. Thus, an incentive exists to trade less frequently in a wrap fee program.

### **B. Contribution Cost Factors - Relative Cost of Wrap Fee Program**

A wrap fee is not based directly on the number of transactions in the client's account(s). Various factors influence the relative cost of the Firm's Wrap Fee Program to you, including: i) the cost of the Firm's investment advice; ii) custody and brokerage services if you purchase them separately; iii) the types of investments held in your account; and iv) the frequency, type and size of the trades in your account. The Wrap Fee Program could cost you more or less than purchasing the Firm's investment advice and custody / brokerage services separately.

### **C. Additional Fees and Expenses**

Our wrap fee covers our advisory services, and the brokerage services provided by Schwab (including custody of assets, equity trades, ETFs). Although this generally may provide us with an incentive to not trade your account, it does provide the firm with an incentive, when the account is actually traded, to execute transactions for your account at Schwab versus other custodians. The Firm's Wrap Fee Program does not include the fees and costs listed below. The fees and costs below may apply to transactions in your account. Additional fees and costs not included in the Wrap Fee Program that clients will pay include:

1. Commissions and other fees charged by broker-dealers other than Schwab for transactions in your account if the Firm uses Schwab's Prime Brokerage or Trade Away



Services. Because you will pay the Firm's Wrap Fee in addition to any charges paid to broker-dealers other than Schwab (or KPC), the Firm has an incentive to execute transactions for your account through Schwab (or KPC). However, as discussed in more detail in our Brokerage Practices (hereinbelow) the Firm considers various factors in our best execution analysis and may trade at another broker-dealer (like KPC but not limited only to KPC) if the Firm believes that it can obtain better execution for you.

2. Fees charged by mutual fund companies, closed-end funds, ETFs, and other collective investment vehicles, including but not limited to, sales loads and/or charges and short-term redemption fees.
3. Markups and markdowns, bid-ask spreads, and selling concessions in connection with transactions that Schwab executes as principal. Principal transactions contrast with transactions in which Schwab acts as your agent in effecting trades. Markups and markdowns and bid-ask spreads are not separate fees but are reflected in the net price at which a trade order is executed.
4. Fees imposed by third-parties such as transfer taxes, odd-lot differentials, certificate delivery fees, reorganization fees, and other fees required by law. Schwab may also charge for additional services such as wire transfer fees and fees for alternative investments.

#### **C.1 Conflicts Presented by Additional Compensation Received by the Firm and its Personnel**

By receiving the type of compensation described herein above, the Firm and our employees have a conflict of interest, because such compensation provides an incentive to recommend or direct clients to invest in securities when other products may be more appropriate. We address this conflict by the following:

- a. Due Diligence Determination: We perform due diligence on all potential investments, to determine whether an investment is appropriate for our clients without regard to any compensation that we or our representatives earn.
- b. Conflict Protocol Policy: When we identify a conflict of interest, such as those described above, we bring such conflicts to our Conflicts Resolution Committee ("CRC"), formerly known as the Conflicts Advisory Committee. The CRC protocol is outlined in detail in Appendix A - "Other Conflicts, Risks and Mitigation."

#### **D. Compensation of Client Participation**

Neither the Firm, nor any of its representatives receive any additional compensation beyond advisory fees for the participation of clients in the Wrap Fee Program. However, compensation received may be more than what would have been received if the client paid separately for investment advice, brokerage, and other services. Therefore, the Firm may have a financial incentive to recommend the wrap fee program to clients.

## Item 5: Account Requirements and Client Types

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The Firm generally provides its Wrap Fee Program services to the following types of clients:

- a) individuals;
- b) high-net worth individuals and families;
- c) pension and profit-sharing plans;
- d) charitable organizations; and
- e) business entities, including corporations, LLCs, or partnerships.

### A. Minimum Account Size

The Firm does not have a minimum account size.

## Item 6: Portfolio Manager Selection and Evaluation

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### Overview

We provide investment advisory services to clients based on the individual needs, goals, and objectives of each client.

The Firm uses a team-driven fundamental and quantitative process to create diversified long-term and tactical portfolios which meet clients' personal investment goals and objectives within the constraints of their risk tolerance, liquidity needs, time horizons, tax situations and investment restrictions.

We develop strategic and tactical asset allocations for clients based on analysis of short-term and long-term macro and microeconomic themes. Various methods of quantitative modelling are used to assure client portfolios are within predefined risk tolerances. We assist clients in determining the appropriate asset allocation to achieve their investment objectives and then direct client assets into various investment vehicles, as appropriate. In addition, the Firm advises clients on where best to locate these investment vehicles, whether in qualified or nonqualified accounts, and how to most effectively transition from their current portfolio to a recommended target portfolio.

As part of the investment advisory services, the Firm also creates and manages various strategic investment portfolios and programs designed to achieve specified investment objectives within predefined risk parameters. A portion of client portfolios may be allocated to one or more of

these investment strategies if the related allocations are deemed to be consistent with client investment objectives and risk tolerances. In some cases, the Firm will recommend that a substantial portion of a client's investment portfolio be allocated to one strategic investment portfolio. The Firm monitors the performance of all client portfolios, including the performance of each investment utilized on a not less than quarterly basis.

The main sources of information include Bloomberg as well as other subscription and news services. Other sources of information that can be used include newspapers, research materials prepared by others, inspection of corporate activities and filings with the SEC.

#### **A. Selecting / Reviewing Portfolio Manager(s)**

The Firm will not select any outside portfolio managers for management of this wrap fee program. Jacob Stewart as an investment advisor representative of the Firm will be the portfolio manager for the Wrap Fee Program.

1. Standards Used to Calculate Portfolio Manager Performance – In addition procedures mentioned in the Overview section above, the Firm will use industry standards to calculate portfolio manager performance.
2. Review of Performance Information – The Firm shall review the performance information to determine and verify accuracy and compliance with presentation standards. The performance information is reviewed no less frequently than quarterly by the Firm.

#### **B. Related Persons**

Supervised persons of the Firm serve as portfolio managers for the Wrap Fee Program's accounts. This is a conflict of interest in that no outside adviser assesses the Firm's management of the Wrap Fee Program. However, Keel Point addresses this conflict by acting in its clients' best interest, consistent with its fiduciary duty as the sponsor and portfolio manager of the Wrap Fee Program.

#### **C. Advisory Business**

The Firm has two distinct service models, private client services and family office services, whereby clients and their families are able to align with the service model best suited to meet their financial and relational dynamics. Together, our private client services and family office services models serve the lifestyles and life stages of two distinct client groups with an unusual degree of experience and effectiveness.

#### **Wrap Fee Portfolio Management**

If a potential client is interested in participating in one of Wrap Fee Programs or any other service model, and establishing an investment account ("Account"), a representative of the Firm will meet with the client to discuss the potential client's current financial circumstances, risk tolerances, investment goals, applicable restrictions, tax status, and investment style (e.g., maximum safety, low-risk, growth and income, growth and aggressive growth). This review starts

with a detailed questionnaire (called an “Investment Policy Statement” or “IPS”) which collects information and creates a profile of the potential client. This questionnaire takes into consideration investment objectives, tax sensitivity, time horizon, risk tolerance, and various other variables. If the potential client qualifies for one of the programs and the decision is made to become an actual client, then the client and Keel Point will enter into a written investment management agreement and an account is opened for the client.

The Firm, via its investment adviser representatives, evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Risk tolerance levels are documented in the Investment Policy Statement, and that IPS is given to each client.

### **Performance Based Fees and Side By Side Management**

Under the Wrap Fee Program, Keel Point does not charge nor accept performance-based fees nor other fees that are based upon a share of capital gains or capital appreciation of client assets.

### **Services Limited to Specific Types of Investments**

Keel Point generally limits its investment advice to mutual funds, equities, bonds, ETFs, insurance products including annuities, private placements, or government securities. The Firm may use other securities as well to help diversify a portfolio when applicable.

### **Client Tailored Services and Client Imposed Restrictions**

Keel Point offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client’s risk tolerance and financial goals which are used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets. Clients may impose restrictions regarding investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent Keel Point from properly servicing the client account, or if the restrictions would require the Firm to deviate from its standard suite of services, Keel Point reserves the right to end the relationship.

### **Wrap Fee Program(s)**

Although Keel Point sponsors and acts as portfolio manager for the Wrap Fee Program (which includes the management of the investments in the program), the Firm does not manage the accounts in the Wrap Fee Program any differently than non-wrap fee program accounts. The fees paid to the Wrap Fee Program account will be provided to the Firm as a management fee.

### **Methods of Analysis and Risk of Loss**

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 a number, or all of the investment risks discussed herein below:

- a. 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.
- b. Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- c. Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- d. 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.
- e. 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.
- f. Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

The Firm uses the following methods of analysis in formulating our investment advice and/or managing client assets:

- a. *Fundamental Analysis.* We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.
- b. *Technical Analysis.* We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. We review charts of market and security activity in an attempt to identify when the market is moving up or down and to anticipate how long the trend may last and when that trend might reverse. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a

poorly managed or financially unsound company may underperform regardless of market movement.

- c. *Qualitative Analysis.* We subjectively evaluate non-quantifiable factors such as quality of management, labor relations, and strength of research and development factors not readily subject to measurement and predict changes to share price based on that data. A risk is using qualitative analysis is that our subjective judgment may prove incorrect.
- d. *Asset Allocation.* Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance. A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry, or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.
- e. *Non-Diversification Risk.* Non-Diversification risk, which is the risk that a fund's performance may be hurt disproportionately by the poor performance of relatively few stocks or even a single stock. Certain funds may be non-diversified, which means that they may invest a greater percentage of their assets in the securities of a small number of issuers as compared with other mutual funds.
- f. *Mutual Fund and/or ETF Analysis.* We look at the experience and track record of the manager of the mutual fund or exchange traded fund ("ETF) in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in another fund) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy. A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.
- g. *Risks For All Forms of Analysis.* Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

## **Investment Strategies**

The firm uses the following strategy(s) in managing client accounts, provided that such strategy(s) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other:

***Long-term purchases.*** We purchase securities with the idea of holding them in the client's account for a year or longer. Typically the Firm employs this strategy when: i) we believe the securities to be currently undervalued; or ii) we desire exposure to the particular asset over time, regardless of the current projection. A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

***Short-term purchases.*** When utilizing this strategy, securities are purchased with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities purchased. A short-term purchase strategy poses risks, should the anticipated price swing not materialize; then the strategy is left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially having to take a loss. Additionally, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related fees, as well as potentially less favorable tax treatment of short-term capital gains.

***Trading.*** We purchase securities with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings. Utilizing a trading strategy creates the potential for sudden losses if the anticipated price swing does not materialize. Moreover, under those circumstances, options are few: i) having a long-term investment in a security that was designed to be a short-term purchase; or ii) the potential of having to take a loss. In addition, because this strategy involves more frequent trading than does a longer-term strategy, there may be a resultant increase in brokerage and other transaction-related fees, as well as the potential for less favorable tax treatment of short-term capital gains.

***Timing.*** Even if the portfolio manager is correct in determining that the price of a stock will decline, there is still the risk of incorrectly determining when the decline will take place. Although a stock may be overvalued, conceivably it could take some time for that particular price to come down; during which the client may be vulnerable to certain things such as interest, or margin calls, for example.

***Risk of Loss.*** As has been indicated previously herein, securities investments are not guaranteed and you, as a client, may lose money on your investments. The Firm asks that you work with us, via your investment advisor representative, to help us understand your tolerance for risk.

**Past performance is not a guarantee of future returns. Investing in securities involves risk of loss that you, as the client, should be aware of, and prepared to bear.**

## **Voting Client Proxies**

For the Wrap Fee Program accounts, the Firm will not ask for voting authority for client securities, however, if the client specifically requests otherwise in writing, then the Firm will accommodate the client's request. If the client has so requested, the Firm will vote proxies (for securities over which it maintains discretionary authority) consistent with its proxy voting policy.

Under Rule 206(4)-6 and amendments to Rule 204-2 under the Investment Advisers Act of 1940, the Firm has adopted and implemented written policies and procedures for when voting proxies on behalf of its Keel Point's investment advisory clients. In adherence with the requirements of those rules, the Firm attempts to ensure proxies are voted in the best interest of its clients. Although not specifically related to the Wrap Fee Program, in order to provide for consistency in voting proxies on behalf of clients, the Firm has contracted Institutional Shareholder Services (ISS), a third-party proxy corporate governance research service to assist in analyzing proxies and to perform certain voting functions for client accounts. These guidelines address a broad range of issues, including board size and composition, executive compensation, antitakeover proposals, capital structure proposals and social responsibility issues and are meant to be general voting parameters on issues that arise most frequently.

If a client wishes to direct a vote in a particular solicitation, they may do so, by contacting the Firm at least one week in advance of the vote date to discuss details of the vote. The Firm will identify any conflicts that exist between the interests of the adviser and the client by reviewing the relationship of the Firm with the issuer of each security to determine if the Firm or any of its employees has any financial, business, or personal relationship with the issuer. If a material conflict of interest exists, the CCO and COO will determine whether it is appropriate to disclose the conflict to the affected clients, to give the clients an opportunity to vote the proxies themselves, or to address the voting issue through other objective means such as voting in a manner consistent with a predetermined voting policy or receiving an independent third-party voting recommendation.

Clients may obtain a copy of the Firm's proxy voting policy by contacting the Firm. We can also provide a report on how proxy issues have been voted for the client during the year. Clients that need additional information regarding proxy voting or how specific votes were cast on their behalf should submit a request, in writing to:

Michael Bates, COO/CCO  
100 Church Street, Suite 500  
Huntsville, AL 35801



## **Item 7: Client Information Provided to Portfolio Managers**

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As the client, your financial history, and related background information, such as social security number, account numbers, account holdings, personal and family background, work history, tax status, and numerous other items that are necessary for us to provide you with suitable investment advice, or required for us to establish an investment account on your behalf, are gathered by your investment adviser representative (“IAR”) at the inception of the relationship. Such information shall be updated when applicable as your IAR reviews your information and meets with you on a regular basis thereafter.

You are responsible for insuring that the Firm has accurate, current information about your financial condition, your holdings and other investments, your investment objectives and goals and all other information which has a bearing on your investments and participation in this investment program. Your IAR will receive a copy of all information which you supply us. Your IAR will receive notice of any change to any item of your account information when you inform Keel Point of such change.

Due to the nature of the services being offered under our programs and our desire to provide you the best service, we must stress the importance of you providing us with accurate and current financial information. If at any time any of your information changes, please notify your IAR immediately.

## **Item 8: Client Contact with Portfolio Manager**

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The Firm places no restrictions on the client's ability to contact the Wrap Fee Program's portfolio manager, Jacob R. Stewart, nor your IAR. You may contact your IAR at any time during regular business hours. In fact, the Firm encourages you to work closely with your IAR and to contact him or her with any questions, or items of particular concern, or interest to you. In addition, as noted above, the Firm stresses the importance of you notifying your IAR of any changes to your background or account information.

## Item 9: Additional Information

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### **A. Disciplinary Information**

Firms are required to report any legal or disciplinary events that are material to a client's evaluation of a firm's advisory business, as well as the integrity of a firm's management. There are no required disclosures (criminal or civil actions, administrative proceedings, or self-regulatory organizational proceedings) in relation to Keel Point nor its management team. Disclosure information specific to your IAR can be found on the Firms Form ADV Part 2B brochure supplement which is available at [www.adviserinfo.sec.org](http://www.adviserinfo.sec.org).

### **B. Other Financial Industry Activities and Affiliations**

Other financial industry activities and affiliations can create conflicts of interest for investment advisers in providing services to clients. Among the conflicted activities, that we deem material to the services that we provide under our Wrap Fee Program, is our affiliated broker-dealer, KPC (described hereinabove as well as immediately below).

### **C. Registration as a Broker-Dealer or Broker-Dealer Representative**

Keel Point is not registered as a broker-dealer, however, Keel Point Capital, LLC ("KPC"), a broker-dealer registered with the SEC and a member of FINRA and SIPC. KPC is a wholly owned subsidiary of Keel Point's parent company, Keel Point Partners, LLC. KPC is a registered broker-dealer that provides a variety of execution and other brokerage services to some common clients on a fully disclosed basis. Investment advice is provided, with the client making the final decision on investment selection. Neither the Firm nor KPC acts as a custodian of client assets. The client maintains asset control. The Firm may place discretionary trades for clients under a limited power of attorney. KPC does share office space and certain overhead expenses with the Firm. The Firm may and does direct some client transactions to KPC.

### **D. Management and Personnel Registrations**

Keel Point has certain officers and registered IARs that do have dual registrations with the Firm and KPC.

### **E. Registration as a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor**

Keel Point nor its representatives are registered as, nor do they have pending applications to become, a futures commission merchant, commodity pool operator, or a commodity trading advisor.

## **F. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections**

The Firm may direct clients to other registered investment advisers. In that scenario the Firm will be compensated via a fee share from those advisers. This relationship will be disclosed in each contract between the Firm and the other adviser. The fees shared will not exceed any limit imposed by any regulatory agency. This creates a conflict of interest in that the Firm has an incentive to direct clients to other advisers that provide the Firm with a larger fee split. The Firm will act in the best interest of the client, including when determining which other adviser to recommend to clients. The Firm will ensure that all recommended advisers are registered, or notice filed in the appropriate state or states.

## **G. Code of Ethics**

The Firm has adopted a Code of Ethics (the "Code") that describes the standards of business conduct and requires compliance with federal securities laws. Our Code acts as a reminder to employees that our responsibility to our clients is to provide effective and proper professional investment management advice based upon unbiased independent judgment and to set standards for employee conduct in those situations where conflicts of interest are most likely to arise. The Code also incorporates procedures that allow us to monitor employee activity for compliance with the Code.

The Code further includes the Firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

Our Code is designed to assure that the personal securities transactions, activities, and interests of our employees will not interfere with: (i) making decisions in the best interest of our clients; nor (ii) implementing such decisions on behalf of the client. From time to time, our employees may buy or sell securities, including funds that we recommend to clients. In all such cases, our Code of Ethics requires pre-clearance of such trades to ensure that the interests of clients supersede those of our personnel. In addition, supervisory personnel review the trading activity of employees to ensure compliance with the requirements of our trading policy.

A copy of our Code of Ethics is available upon request. Please contact the Firm's Chief Compliance Officer at (256) 704-5111 for a copy of the Code.

## **H. Transactions with Clients**

We recommend securities in which we, or a related person, have a material conflict of interest. Although these other activities and affiliations are material to our business, they are not deemed to be in conflict with our Wrap Fee Program. Additional information regarding these items is available in our Form ADV Part 2A upon request.

## **I. Investing in the Same Securities as Clients**

From time to time, our employees may buy or sell securities that they recommend to clients. This represents a conflict because certain employees may be in a position to take advantage of prior knowledge of a trade to be made on behalf of a client. We address this conflict through our Code that requires pre-clearance of all trades (other than mutual funds) to ensure that the interests of clients supersede those of our personnel. The Firm will document such transactions that could be construed as a conflict of interest; and the Firm will not engage in trading that operates as a disadvantage to the client when similar securities are being bought or sold.

## **J. Trading Securities At / Around the Same Time as Clients' Securities**

From time to time, representatives of Firm may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of the Firm to buy or sell securities before or after recommending securities to clients, resulting in representatives profiting off the recommendations that they provide to clients. Such transactions may create a conflict of interest; however, the Firm will not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

## **K. Frequency and Nature of Periodic Reviews and Who Actually Reviews**

Client accounts are reviewed no less than quarterly by the client's IAR, who may also utilize the assistance of other qualified management representatives.

## **L. Factors That Will Trigger a Non-Periodic Review of a Client Account**

Non-periodic reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

## **M. Content and Frequency of Regular Reports Provided to Clients**

Each client will receive at least quarterly from the custodian, a written report that details the client's account including assets held and asset value which will come from the custodian.

## **N. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Including Sales Awards or Other Prizes)**

Charles Schwab & Co., Inc. Advisor Services provides the Wrap Fee Program with access to Charles Schwab & Co., Inc. Advisor Services' institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor

Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For the Wrap Fee Program client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to the Firm other products and services that benefit the Firm but may not benefit its clients' accounts. These benefits may include national, regional, or Firm specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of the Firm by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist the Firm in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of Firm fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of the Firm's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to the Firm other services intended to help the Firm manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance, and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to the Firm by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to the Firm. The Firm is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

Keel Point may, via written arrangement, retain third parties to act as solicitors for the Firm's investment management services. All compensation with respect to the foregoing will be fully disclosed to each client to the extent required by applicable law. Keel Point will ensure each

solicitor is properly registered in the appropriate jurisdiction(s). Such referral activities will be conducted in accordance with Rule 206(4)-3 under the Advisers Act, where applicable.

**O. Balance Sheet**

The Firm does not require nor solicit prepayment for six months or more in advance of an amount more than one thousand two hundred dollars (\$1,200) in fees per client. Accordingly, the Firm is not required to include a balance sheet with this Brochure.

**P. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments Clients**

The Firm does not have any financial conditions that would likely impair Keel Point's ability to meet contractual commitments to clients.

**Q. Bankruptcy Petitions in Previous Ten Years**

The Firm has not been the subject of any bankruptcy petition in the last ten years.