Item 1 – Cover Page

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Date of Disclosure Brochure: March 6, 2024

This disclosure brochure provides information about the qualifications and business practices of Patriot Asset Advisors, LLC (also referred to as we, us Patriot Asset Advisors, Adviser, and Advisor throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact Jonathan Taylor at 614-944-5225. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Advisor is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for Patriot Asset Advisors or our firm's CRD number 293632.

*Registration as an investment adviser does not imply a certain level of skill or training.

Item 2 – Material Changes

Since our last brochure dated March 3, 2023, we have made no following material changes to this disclosure brochure.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after our firm's fiscal year ends. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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Item 4 – Advisory Business

Advisor is an investment adviser registered with the State of Ohio and Limited Liability Company formed under the laws of the State of Ohio.

- On January 1, 2021, Richard A. Stocker became an owner of the Advisor. Richard A. Stocker is the Managing Member. Jonathan Taylor is the Chief Compliance Officer (CCO). The firm is owned equally between Mr. Taylor and Mr. Stocker. Full details of the education and business background of Mr. Taylor and Mr. Stocker are provided in Item 19 of this Disclosure Brochure.

- Advisor filed its initial application to become registered as an investment adviser in March 2018.

Introduction

The investment advisory services of Advisor are provided to you through an appropriately licensed and qualified individual who is an investment adviser representative of Advisor (referred to as your investment adviser representative throughout this brochure).

Description of Advisory Services

The following are descriptions of the primary advisory services of Advisor. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Advisor before we can provide you the services described below.

PAA Managed Account

We work with you to identify your investment goals and objectives, as well as risk tolerance, in order to create an initial portfolio allocation designed to complement your financial situation and personal circumstances. The investment strategies utilized, and portfolios constructed and managed depend on your investment objectives and goals as provided to the investment adviser representative ("IAR") and the management style of the IAR.

The IAR may purchase, sell, and/or exchange securities including, but not limited to, mutual funds, equities, options, fixed income instruments, closed-end mutual funds, exchange traded funds, and variable life and annuity subaccounts. Model portfolios and margin may be used as a part of this strategy. However, you have the opportunity to place reasonable restrictions on the type of investments to be held in the portfolio. The IAR may periodically rebalance your account to maintain the initially agreed upon strategic and tactical asset allocation. However, no changes are made to the agreed-upon asset allocation in nondiscretionary accounts without your prior review and consent.

PAA Managed Account Fund Option

PAA may recommend that some clients with smaller accounts open and maintain a mutual fund account direct with the fund as a more cost-effective option than a traditional brokerage account. The IAR would manage the account to your investment objectives and goals as provided to the investment adviser representative (“IAR”) and the management style of the IAR. The IAR may periodically rebalance your account to maintain the initially agreed upon strategic and tactical asset allocation. However, no changes are made to the agreed-upon asset allocation in nondiscretionary accounts without your prior review and consent. The investment options for your account are limited to the mutual funds that are available at the fund family. These mutual funds will be the only investment choices available in the allocation mix for this account. Accounts in the PAA Managed Account Fund Option are custodied with the mutual fund company. You should receive at least quarterly statements from the mutual Fund company.

Patriot Revere Opportunity Portfolio - PROP

The Prop strategy seeks capital appreciation with opportunistic investments in a concentrated portfolio of high-conviction stocks based on fundamental research and valuation measures.

- The strategy is based on a value investment philosophy that seeks to discover out of favor securities, ETFs and sectors that trade at a discount to their growth prospects.
- The strategy and seeks to profit from changes in investor sentiment.
- The strategy can be used as an opportunistic investment to seek capital appreciation.
- The portfolio is non-diversified, which means that it may invest a relatively high percentage of its assets in a limited number of issuers, when compared to a diversified strategy. The strategy holds a concentrated portfolio of investments, typically investing in 15 to 35 companies with market capitalizations generally greater than $10 billion (at cost).
- At times it may hold a large cash position.

Investment Minimum: $50,000

Investment Objective: Capital Appreciation

The PROP model involves risk including the loss of principal. Past performance is not a guarantee of future results. The PROP model may not achieve its goals. Market and economic risks may adversely affect the PROP model that could result in capital losses in your account. Investing involves risk of loss which you should be prepared to bear. Patriot Asset Advisors may prohibit any person from participating in the PROP model for any reason or no reason at all. Adviser has established an institutional relationship with Interactive Brokers, LLC (“IBKR”) to support the Adviser in opening, maintaining, and managing the Prop account[s]. Client PROP accounts are opened and maintained through IBKR.

Asset Management Services (Discretionary) through Pontera

Specific client accounts, receiving Adviser’s asset management services, may be held at a custodian that is not directly accessible to Adviser which are referred to as “Held Away Accounts”. Adviser can manage Held Away Accounts using a third-party platform, the Pontera Order Management System (“Pontera”).

Adviser uses Pontera to implement ongoing asset allocation and rebalancing strategies for held away assets, such as defined contribution plan participants. Other types of plans may be eligible for the program. An account minimum of $100,000 is required for inclusion into the Pontera Program. This minimum may be waived at the sole discretion of the Adviser.

The Adviser's utilization of Pontera allows Adviser to avoid having custody of client funds since the firm does not have access to client login credentials to execute trades or withdraw funds. Adviser is not affiliated with Pontera, and the firm does not receive any compensation from Pontera for utilizing its platform.

Should you decide to avail yourself of this program, a link will be provided to you allowing you to connect your account(s) to the platform. Once your account(s) are connected to the platform, Adviser will review the current account allocations. When necessary, Adviser will rebalance your account(s) taking into consideration your investment goals, time horizon, and risk tolerance. Any change in allocations will consider market and economic factors. No guarantees can be made that a client's financial goals or objectives will be achieved.

Financial Planning Services

Advisor offers financial planning services, which involve preparing a written financial plan covering specific or multiple topics. We provide full written financial plans, which typically address the following topics: Investment Planning, Retirement Planning, Insurance Planning, Tax Planning, Education Planning, Portfolios Review, Asset Allocation, and Budgeting. When providing financial planning services, the role of your investment adviser representative is to find ways to help you understand your overall financial situation and help you set financial objectives. We also provide modular written financial plans which only cover those specific areas of concern mutually agreed upon by you and us. A modular written financial plan is limited or segmented and does not involve the creation of a full written financial plan. You should be aware that there are important issues that may not be taken into consideration when your investment adviser representative develops his or her analysis and recommendations under a modular written financial plan. Written financial plans prepared by us do not include specific recommendations of individual securities.

Our financial planning services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning recommendations. To the extent that you would like to implement any of our investment recommendations through Advisor or retain Advisor to actively monitor and manage your investments, you must execute a separate written agreement with Advisor for our asset management services.

Referral of Third-Party Money Managers - Advisor offers advisory services by referring clients to a third-party money manager, offering asset management and other investment advisory services. The third-party managers are responsible for continuously monitoring client accounts and making trades in client accounts when necessary. As a result of the referral, we are paid a portion of the fee charged and collected by the third-party money managers in the form of solicitor fees. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

Under this program, we assist you with identifying your risk tolerance and investment objectives using questionnaires provided by a third-party money manager. We recommend third-party money managers in relation to your stated investment objectives and risk tolerance, and you may select a recommended third-party money manager or model portfolio based upon your needs. You must enter into an agreement directly with the third-party money manager who provides your designated account with asset management services.

We are available to answer questions that you may have regarding your account and act as the communication conduit between you and the third-party money manager. The third-party money manager may take discretionary authority to determine the securities to be purchased and sold for your account. We do not have any trading authority with respect to your designated account managed by the third-party money manager.

Although we review the performance of numerous third-party investment adviser firms, we enter into only a select number of relationships with third-party investment adviser firms that have agreed to pay us a portion of the overall fee charged to our clients. Therefore, Advisor has a conflict of interest in that it will only recommend third-party investment advisors that will agree to compensate us for referrals of our clients.

Clients are advised that there may be other third-party managed programs not recommended by our firm, that are suitable for the client and that may be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client's financial goals or objectives will be achieved by a third-party investment adviser recommended by our firm. Further, no guarantees of performance can ever be offered by our firm (Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more details.)

SEI Asset Management Program

The SEI Asset Management Program (SEI Program) is an institutional asset allocation program that Advisor uses in the management of assets for client accounts. If you enroll in the SEI Asset Management Program, Advisor will assist you in the establishment of a SEI Program Account (the Account) at SEI Trust Company (SEI). All Account transactions are processed and cleared through SEI. The SEI Program uses asset allocation portfolios developed by SEI Investments. The portfolios consist of SEI Family of Institutional Mutual Funds (Mutual Funds) and other securities approved by SEI to be held in an account. The SEI Program uses selected portfolio managers that are subject to oversight by SEI and who have entered into a sub-advisory agreement with SEI.

Seminars

Advisor may occasionally provide seminars in areas such as financial planning. Seminars are always offered on an impersonal basis and do not focus on the individual needs of participants.

Workshops

Advisor offers educational, informative and motivational workshops to the public as well as to associations, family foundations and employers. Workshops are always offered on an impersonal basis and do not focus on the individual needs of the participants.

Limits Advice to Certain Types of Investments

Advisor provides investment advice on the following types of investments:

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Foreign Issues
- Corporate Debt Securities
- Variable Annuities
- Variable Life Insurance
- Fixed Income Positions (e.g. bonds)

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

Tailor Advisory Services to Individual Needs of Clients

Advisor's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. Our financial planning services are always provided based on your individual needs. When providing financial planning services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Advisor may provide recommendations to Client or exercise discretion to utilize specific sub-adviser(s) (individually “Sub-Adviser” and collectively Sub-Advisers) to manage Account or a portion of the assets of Account. Advisor will conduct due diligence of any recommended Sub-Adviser and monitor the performance of Sub-Adviser with respect to the Sub-Advisor’s management of the designated assets of Account relative to appropriate peers and/or benchmarks. Advisor will be available to answer questions Client may have regarding any portion of Client’s Account managed by a Sub-Adviser and will act as the communication conduit between Client and the Sub-Adviser.

If the Sub-Adviser is registered as an investment adviser, a complete description of the Sub-Adviser’s services and fees will be disclosed in the Sub-Adviser’s Form ADV Part 2A Appendix 1 that will be provided to client.

Conflict of Interest – IRA Rollover Recommendations

When recommending that a client rollover his or her account from current retirement plan to an IRA, Adviser and its investment adviser representatives have a conflict of interest. Adviser and its representatives can earn investment advisory fees by recommending that a client rollover his or her account at the retirement plan to an IRA; however, Adviser and its investment adviser representatives will not earn any investment advisory fee if client does not rollover the funds in the retirement plan (unless a client retained the firm to provide advice about the client’s retirement plan account or the retirement plan has retained the firm to provide advice at the plan level). Thus, Adviser and its investment adviser representatives have an economic incentive to recommend a rollover of the retirement plan account, which is a conflict of interest. Adviser has taken steps to manage this conflict of interest arising from rolling over funds from an ERISA covered retirement plan to an IRA. Adviser and its investment adviser representatives will (i) provide investment advice to ERISA covered retirement plan participant regarding a rollover of funds from the ERISA covered retirement plan in accordance with the fiduciary status described below, (ii) not recommend investments which result in the firm receiving unreasonable compensation related to the rollover of funds from the ERISA covered retirement plan to an IRA, and (iii) fully disclose compensation received by Adviser and its supervised persons and any material conflicts of interest related to Adviser recommending the rollover of funds from the ERISA covered retirement plan to an IRA and refrain from making any materially misleading statements regarding such rollover.

Written Acknowledgement of Fiduciary Status

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule’s provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;

- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

Client Assets Managed by Advisor

As of December 31, 2023, Advisor had $ 39,981,586 in regulatory assets under management, all of which is managed on a discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in Item 4 – Advisory Business, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Advisor.

PAA Managed Account

Our fee is calculated based upon the market value of the assets in your account on the last day of the previous month. Fees are charged in arrears.

The following is the schedule of Advisor's investment advisory fee schedule:

Assets Under Management	Advisor's Annual Investment Advisory Fees
$0 – $2,000,000	1.000%
$2,000,001 – $5,000,000	0.850%
$5,000,001 – above	0.600%

Patriot Revere Opportunity Portfolio

Asset Under Management	Advisor's Annual Investment Advisory Fees
$0- above	1.55%

Interactive Brokers will calculate and debit investment advisory fees for PROP accounts custodied the firm.

Pontera

Advisor's investment advisory fee for the Pontera program is a flat fee of 1% billed on a quarterly basis. Adviser may bill you directly or it may debit your Pontera program fees from another one of your accounts, at your direction, that is not part of the Pontera program.

Broker-dealers and other financial institutions that hold client accounts are referred to as custodians ("custodian/ broker-dealer"). Your custodian/broker-dealer determines the values of the assets in your portfolio. Fees for the initial period are based on the value of your cash and securities on the date the custodian/broker-dealer receives them and are prorated based upon the number of calendar days in the calendar month that our agreement is in effect. Ancillary charges such as but not limited to account fees, transfer costs, etc. are not included in this fee. Please consult custodian paperwork for a complete listing of fees. Advisory fees are negotiable at our sole discretion.

Third Party Money Managers

The maximum investment advisory fee (for Third-Party Money Manager plus Advisor) charged to your account assets managed under this Third-Party Money Manager program cannot exceed 2.15% per year. From the investment advisory fee paid by you, we receive a portion of the investment advisory fee from the Third-Party Money Manager.

Fees charged for Advisor's portion of the advisory fee are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

The following is an example schedule of the portion of the investment advisory fee received by Advisor under this program.:

Assets Under Management	Advisor's Portion of Annual Investment Advisory Fees
$0 – $2,000,000	1.000%
$2,000,001 – $5,000,000	0.850%
$5,000,001 – above	0.600%

Please note that the above fee schedule of Advisor's portion of the investment advisory fee is merely an example, and you should refer to your client agreement with SEI to determine the exact amount or rate to be retained by Advisor and the entire advisory fee, which includes Advisor's portion along with the portion retained by SEI.

SEI Asset Management Program

SEI Program Management Fees (management fees) are payable monthly or quarterly, in arrears, net of income, withholding or other taxes, based on assets under management at the end of the month or quarter. Management Fees are automatically deducted from your account by SEI. Each month or quarter, SEI sends you an account statement that includes a management fee notification which shows the computed fee, any adjustments to the fee, an explanation of any adjustment and the net management fee to be deducted later in the period from your account. A portion of the management fees are then paid to Advisor by SEI.

You may terminate the SEI Program Account at any time by notifying Advisor. Termination will be effective upon 30 days written notice to the other party. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty.

After the initial five business days, you may be responsible for payment of fees for the number of days services were provided by Advisor prior to receipt of the notice of termination.

Advisor may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or variable annuities. These products charge an investment management fee on client's assets invested in these securities. Therefore, you will pay two separate fees for the management of these assets, one directly to Advisor and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios. SEI or its Portfolio Managers may recommend leveraged ETFs.

SEI Program Fee Schedule

Advisor will provide an advisory fee schedule or fee range for the SEI Program. The maximum total advisory fee schedule or fee range charged to the clients may not exceed 2.15%. The custody of all funds and securities are maintained by SEI. SEI Trust Company may charge a separate custodial fee for the custody services it provides to your account. Mutual funds held in your account pay their own advisory fees charged from the Account management fees.

SEI charges a small account fee of $60. This is an annual fee, charged quarterly in arrears, for accounts under $50,000.

Advisor believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be calculated and deducted from your account by SEI, who will be responsible for delivering to Advisor our firm's portion of your fee. In your agreement with SEI , you will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to SEI. As described above, SEI will send you a billing statement prior to time that fee deduction instruction is sent to the qualified custodian(s) of your account. The billing statement will detail the formula used to calculate the fee, the assets under management and the time period covered. See Item 15 – Custody for more details.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Brokerage commissions and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. Advisor does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you may incur certain charges imposed by third parties other than Advisor in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Advisor are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Since Sub-Adviser(s) will charge client fees in addition to and separate from Advisor's annual fee, the overall fees incurred by client increase when client elects to use Sub-Adviser(s). Client may be required to enter into an agreement directly with the Sub-Adviser.

Financial Planning Services

Fees charged for our financial planning services are negotiable based upon the type of client, the services requested, the investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning services offered by Advisor.

Fees for Financial Planning Services

Advisor provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. There is a range in the amount of the fixed fee charged by Advisor for financial planning services. The minimum fixed fee is generally $250, and the maximum fixed fee is generally no more than $5,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with Advisor. You are required to pay in advance 100% of the fixed fee at the time you execute an agreement with Advisor; however, at no time will Advisor require payment of more than $500 in fees more than six months in advance.

The financial planning services terminate upon delivery of the written financial plan or upon either party providing the other party with written notice of termination.

You may terminate the financial planning services within five (5) business days of entering into an agreement with Advisor without penalty or fees due. If you terminate the financial planning services after five (5) business days of entering into an agreement, you will be responsible for immediate payment of any financial planning services performed by Advisor prior to the receipt by Advisor of your notice. For financial planning services performed by Advisor under a fixed fee arrangement, you will pay Advisor a pro-rated fixed fee equivalent to the percentage of work completed by Advisor as determined by Advisor. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Advisor to you.

Other Fee Terms for Financial Planning Services

You may pay the investment advisory fees owed for the financial planning services by submitting payment directly (for example, by check).

You should notify Advisor within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

All fees paid to Advisor for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to Advisor and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

If you elect to have your investment adviser representative, in his or her separate capacity as an insurance agent, implement the recommendations of Advisor, your investment adviser representative at his or her discretion may waive or reduce the investment advisory fee charged for these services by the amount of the commissions received by your investment adviser representative as an insurance agent.
Any reduction of the investment advisory fee will not exceed 100% of the insurance commission received.

All fees paid to Advisor for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

All fees paid to Advisor for financial planning services are separate and distinct from the commissions charged by a broker-dealer or asset management fees charged by an investment adviser to implement such recommendations.

It should be noted that lower fees for comparable services may be available from other sources.

Third-Party Money Managers

Third-party managers generally have account minimum requirements that will vary among third-party money managers. Account minimums are generally higher on fixed income accounts than for equity based accounts. A complete description of the third-party money manager's services, fee schedules and account minimums will be disclosed in the third-party money manager's disclosure brochure which will be provided to you prior to or at the time an agreement for services is executed and the account is established.

The actual fee charged to you will vary depending on the third-party money manager. All fees are calculated and collected by the third-party money manager who will be responsible for delivering our portion of the fee paid by you to us.

Under this program, you may incur additional charges including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, and IRA and qualified retirement plan fees.

We have a conflict of interest by only offering those third-party money managers that have agreed to pay a portion of their advisory fee to us and have met the conditions of our due diligence review. There may be other third-party money managers that may be suitable for you that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

General Fee Information

You must authorize us in writing to have the custodian pay us directly by charging your account. Fees are deducted monthly or quarterly depending upon your advisory agreement with us.

Your custodian/broker-dealer provides you with statements that show the amount paid directly to us. You should review and verify the calculation of our fees. Your custodian/broker-dealer does not verify the accuracy of fee calculations.

In addition to our fee, you may be required to pay other charges such as: custodial fees, brokerage commissions, transaction fees, SEC fees, internal fees and expenses charged by mutual funds or exchange traded funds ("ETFs"), and other fees and taxes on brokerage accounts and securities transactions.

Mutual fund companies, ETFs, and variable annuity issuers charge internal fees and expenses for their products. These fees and expenses are in addition to any advisory fees charged by us. Complete details of these internal fees and expenses are explained in the prospectus for each investment. You are strongly encouraged to read these explanations before investing any money. You may ask us any questions you have about fees and expenses.

If you purchase mutual funds through the custodian/broker-dealer, you may pay a transaction fee that would not be charged if the transactions were made directly through the mutual fund company. Also, mutual funds held in accounts at brokerage firms may pay internal fees that are different from funds held at the mutual fund company.

Advisory fees are charged in advance or in arrears on a quarterly or monthly basis depending on the contractual agreement elected. Should you terminate the advisory agreement we have entered into within five (5) business days from the date the agreement is executed, you will receive a full refund of any fees paid.

Should either one of us terminate the advisory agreement we have entered into before the end of a billing period, any unearned fees that were deducted from your account will be returned to you by us. The amount refunded to you is calculated by dividing the most recent advisory fee you paid by the total number of days in the quarter. This daily fee is then multiplied by the number of calendar days in the quarter that our agreement was in effect. This amount, which equals the amount we earned for the partial quarter, is subtracted from the total fee you paid in advance to determine your refund.

Our IARs are also licensed with various insurance companies. Commissions may be earned by our IARs if insurance products are purchased through these insurance companies.

We may receive benefits such as assistance with conferences and educational meetings from product ponsors.

Our IARs may also recommend various asset management firms through their affiliation with Patriot Asset Advisors. If you establish an investment advisory relationship with one of these firms, our IARs may share in the advisory fees you pay to these asset management firms.

The above arrangements present a conflict of interest because they create an incentive to make recommendations based upon the amount of compensation we receive rather than based upon your needs. We will explain the specific costs associated with any recommended investments with you upon request. We also recommend no-load and load-waived mutual funds to further reduce conflicts of interest. Additionally, you have the option to purchase investment and insurance products through other brokers or agents who are not affiliated with us.

Seminars

No fees are charged for seminars. However, if we are hired by larger groups, such as corporations, we reserve the right to charge fees to cover the expenses incurred by us for presenting the seminars. In this case, all fees and payment provisions will be fully disclosed to you prior to the seminar being presented.

Workshops

Workshops are always provided free of charge.

VARIABLE PRODUCT ADVISORY MANAGEMENT FEES

A Patriot Asset Advisors, LLC IAR may offer you investment management services on the subaccount allocations within a variable product you own, such as a variable annuity or a variable universal life insurance policy. This service may be provided to you directly by your IAR on a discretionary basis, and this will be detailed in your advisory agreement. Your IAR may use his/her own analysis, research methods, investment style/strategy and ongoing management philosophy when providing this investment management service to you.

If you engage your IAR to provide advice relative to your variable product, you will pay a fee for this service. This advisory fee is separate and in addition to the internal costs inherent to your variable product and will be calculated as a percentage of your variable product account value, including any cash or cash equivalent positions(s). When this service is provided to you directly by your IAR, the advisory fee is not to exceed 1% per year. The advisory fee you will be charged will be clearly outlined in the advisory agreement you sign with you IAR.

Due to commission payments associated with certain variable products, a conflict of interest may exist. In such cases where a commission was paid on a variable product, Patriot Asset Advisors, LLC will not allow its IAR's to charge a fee for this service for a period of two years following when he/she sold the variable product to you. If your IAR did not sell the variable product to you, this two-year waiting period may or may not apply.

ADDITIONAL FEES AND EXPENSES

Advisory fees payable to us do not include all the fees you will pay when Patriot Asset Advisors, LLC purchases or sells securities for your Account(s). The following list of fees or expenses are what you may pay directly to third parties only, whether a security is being purchased, sold or held in your Account(s) under our management.

- Transaction fees;
- SEC fees;
- Custodial Fees;
- Transfer taxes;
- Wire transfer and electronic fund processing fees;
- Account closing fees.

Item 6 – Performance-Based Fees and Side-By-Side Management

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. Item 6 is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

Advisor generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals

You are required to execute a written agreement with Advisor specifying the particular advisory services in order to establish a client arrangement with Advisor.

Minimum Investment Amounts Required

There are no minimum investment amounts or conditions required for establishing an account managed by Advisor. There $50,000 investment minimum required for participating in the PROP model managed by Advisor. However, all clients are required to execute an agreement for services in order to establish a client arrangement with Advisor and/or the third-party money manager or the sponsor of third-party money manager platforms.

The minimum investment required in the SEI Program is $50,000.

The minimum fixed fee generally charged for financial planning services on a fixed fee basis is $250.

Third-party money managers may have minimum account and minimum fee requirements in order to participate in their programs. Each-third party money manager will disclose its minimum account size and fees in its Form ADV Part 2A Disclosure Brochure.

An account minimum of $100,000 is required for inclusion into the Pontera Program. This minimum may be waived at the sole discretion of the Adviser.

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

Methods of Analysis

Advisor uses the following methods of analysis in formulating investment advice:

> Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.
>
> Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.
>
> Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.
>
> While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.
>
> Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually

specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

There are risks involved in using any analysis method.

To conduct analysis, Advisor gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

Investment Strategies

Advisor uses the following investment strategies when managing client assets and/or providing investment advice:

> We primarily follow a value-investing strategy that attempts to acquire at reasonable valuations publicly traded businesses that can deliver sustainable excess returns. We often focus on a long only strategy. Long term strategies are designed to identify and select investments to be held for multiple years. We will also invest in value oriented special situations with shorter expected holding periods.
>
> Value Investing can be described as a strategy of selecting stocks that trade for less than their intrinsic values. Value investors typically seek stocks of companies that they believe the market has undervalued. They believe the market overreacts to good and bad news, resulting in stock price movements that do not correspond with the company's long-term fundamentals. The result is an opportunity for value investors to profit by buying when the price is deflated. Often, value investors select stocks with lower-than-average price-to-book or price-to-earnings ratios and/or high dividend yields. The risks associated with value-investing include incorrectly analyzing and overestimating the intrinsic value of a business, concentration risk, under performance relative to major benchmarks, macro-economic risks, investing in value traps i.e. businesses that remain perpetually undervalued, and lost purchasing power on cash holdings in the case of inflation.
>
> Tactical asset allocation. Allows for a range of percentages in each asset class (such as Stocks = 40-50%). The ranges establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.
>
> Strategic asset allocation. Calls for setting target allocations and then periodically rebalancing the portfolio back to those targets as investment returns skew the original asset allocation percentages. The concept is akin to a "buy and hold" strategy, rather than an active trading approach. Of course, the strategic asset allocation targets may change over time as the client's goals and needs change and as the time horizon for major events such as retirement and college funding grow shorter.

The third-party money manager of your Account may use different strategies than those listed above. Please refer to the applicable third-party money manager's Form ADV Part 2A for more information on the strategies it may use in your Account.

Primarily Recommend One Type of Security

We do not primarily recommend one type of security to clients. Instead, we recommend any product that may be suitable for each client relative to that client's specific circumstances and needs.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the

ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.

- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

- Third Party Money Management – Clients should read the Form ADV Part 2A of the respective third-party money manager to understand the investment strategies and methods of analysis employed by the third-party money manager, and the risks associated with those. Prospective investors should carefully consider all risks, as there can be no assurance that the asset management programs by the third-party managers will achieve their respective investment objectives or avoid substantial losses. An investor should not make an investment with the expectation of sheltering income or receiving cash distributions.

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Advisor is not and does not have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

Third-Party Money Managers

Advisor has developed several programs, previously described in Item 5 of this disclosure brochure, designed to allow us to recommend and select third-party money managers for you. Once you select the third-party money manager to manage all or a portion of your assets, the third-party money manager will pay us a portion of the fees you are charged.

Please refer to Items 4 and 5 for full details regarding the programs, fees, conflicts of interest and materials arrangements when Advisor selects other investment advisers.

Sub-Advisors

As described in Item 4 – Advisory Business and Item 5 – Fees and Compensation, Advisor has formed relationships with independent, investment advisers to serve as sub-advisors.

Advisor may recommend clients work directly with third-party sub-advisors. When we refer clients to a third-party sub-advisor, you need to know that our firm will receive a portion of the fee charged by the sub-advisor. Therefore, we have a conflict of interest because we only recommend sub-advisors that agree to compensate our firm by paying us a portion of the fees billed to your account managed by the sub-advisor.

SEI Asset Management Program

Advisor does not have a related person that is an investment advisor. However, Advisor may have relationships with non-affiliated investment advisors. Through the SEI Asset Management Program Advisor will invest client funds with a third-party money manager available through the SEI Program. Advisor will receive a monthly or quarterly asset-based fee. Receiving direct or indirect compensation for the management of assets by third party money managers creates a material conflict of interest, because Advisor has an incentive to place assets based on compensation. Advisor addresses this material conflict of interest by placing assets solely on the suitability information provided by the client and documented on account applications. Jonathan Taylor monitors the client's investments, and whether or not those investments are reflective of the risk tolerance, time horizon, and investment objective of the account.

Insurance Agent

You may work with your investment adviser representative in his or her separate capacity as an insurance agent. When acting in his or her separate capacity as an insurance agent, the investment adviser representative may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, your investment adviser representative in his or her separate capacity as an insurance agent, may suggest that you implement recommendations of Advisor by purchasing disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for the representative to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as an insurance agent. Consequently, the advice rendered to you is biased. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Advisor has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Advisor's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Advisor requires its supervised persons to consistently act in your best interest in all advisory activities. Advisor imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Advisor. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Advisor or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. It is the express policy of Advisor that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. Advisor and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Advisor.

Any associated person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

Advisor refers clients to SEI for their asset management services and receives a co-advisory or solicitor/referral fee as a result of our solicitor relationship with those firms. We do not receive any research, soft dollar benefits or any other products or services from SEI, although we can receive financial assistance to attend seminars and educational events hosted by SEI, as disclosed in Item 14 – Client Referrals and Other Compensation below. You are not obligated to establish an account with SEI or and are free to select any broker/dealer or investment advisor to implement your securities and investment transactions.

Advisor will generally recommend that Clients establish their PROP account(s) at Interactive Brokers, LLC ("IBKR"), a FINRA-registered broker-dealer and member SIPC. IBKR will serve as the Client's "qualified custodian" for PROP accounts. Advisor maintains an institutional relationship with IBKR, whereby the Advisor receives economic benefits from and IBKR.

Because Advisor does not implement financial planning recommendations and only offers asset management by referring clients to third party money manager, Advisor does not have best execution, trade error, block trading, or agency cross transaction policies or procedures.

Clients are under no obligation to act on the financial planning recommendations of Advisor.

Directed Brokerage

Clients are allowed to select the broker-dealer that will be used for their accounts.

Soft Dollar Benefits

An investment adviser receives soft dollar benefits from a broker-dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer.

Advisor does not have a soft dollar agreement with a broker-dealer or a third-party.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed on an annual basis. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change if strategy and objectives have changed. Reviews are conducted by Jonathan Taylor and Allen Stocker, with reviews performed in accordance with your investment goals and objectives.

The PROP model is reviewed on regular basis and adjustments are made as required. Pontera accounts are reviewed on regular basis and adjustments are made as required.

Accounts established and maintained with other third-party money managers are reviewed at least quarterly, usually when statements and/or reports are received from the money manager.

Our financial planning services terminate upon the presentation of the written plan. Our financial planning services do not include monitoring the investments of your account(s), and therefore, there is no ongoing review of your account(s) under such services.

Statements and Reports

For our asset management services, you are provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian.

Whether reports by an outside money manager are provided to you will depend upon the outside money manager.

Clients participating in the SEI Program will receive quarterly account statements, transaction ledgers and annual reports showing the investment performance of their account from SEI.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by Advisor. You are encouraged to always compare any reports or statements provided by us, a sub-adviser or third party money manager against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

If a client is introduced to Advisor by either an unaffiliated or an affiliated solicitor, Advisor will pay that solicitor a referral fee in accordance with the requirements of the Ohio Administrative Code 1301:6-3-44(C) and Rule 206(4)-3 and appropriate state securities law requirements.

Through these arrangements, we pay a cash referral fee to the Solicitor and/or their firm based upon a percentage of our advisory fee. The payment of referrals fees will not increase the amount of the fees paid by program participants. However, clients should be aware that the receipt of this compensation may create an incentive for the individual to recommend participation in this Program over others for which no such compensation may be received. Any such referral fee shall be paid solely from Advisor’s investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Advisor by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of the solicitor relationship, and shall provide each prospective client with a copy of Advisor’s written disclosure statement, Form ADV 2A. Concurrently, the solicitor will also provide a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Advisor and the solicitor, including the compensation to be received by the solicitor from the

Advisor. Advisor may from time to time receive expense reimbursement for travel and/or marketing expenses from third-party money managers and/or distributors of investment and/or insurance products.

Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, such reimbursements are typically made by those sponsors or third-party money managers for which sales/referrals have been made or for which it is anticipated sales/referrals will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Clients will authorize the third-party money manager to have fees deducted directly from client accounts. Consequently, Advisor does not have authority to deduct fees directly from client accounts and is not deemed to have custody of client funds and securities. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

Although Advisor is not deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Advisor. When clients have questions about their account statements, they should contact Advisor or the qualified custodian preparing the statement.

When fees are deducted from an account, the third-party money manager (e.g., SEI) is responsible for calculating the fee and delivering instructions to the custodian. At the same time the third-party money manager instructs the custodian to deduct fees from your account; it will send you an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

For accounts managed by SEI, we will have discretionary authority to hire and fire (i.e. select and remove) Model Managers used to manage client accounts. This is the only form of discretion we will have on SEI platform accounts and we do not implement trades for such accounts. We do not offer any other advisory services on a discretionary basis.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to Advisor so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Advisor has discretion in the PROP model to purchase and sell securities pursuant to the availability of investment opportunities as determined by the Advisor. You will not have the ability to place restrictions on the types of investments that may be purchased in your account in the PROP Model. You may not place limitations on the discretionary power granted to Advisor in the PROP Model.

When you retain a Sub-Adviser as described in Item 4 – Advisory Business and Item 5 – Fees and Compensation, you will grant Advisor discretionary authority (without first consulting with you) to establish and/or terminate a relationship with a Sub-Adviser for purposes of managing the Account or a portion of the Account determined by Advisor. You will also grant the Sub-Adviser selected by Advisor with the discretionary authority (in the sole discretion of the Sub-Adviser without first consulting with you) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the Account managed by the Sub-Adviser. You will also grant the Sub-Adviser selected by Advisor with the power and authority to carry out these decisions by giving instructions, on your behalf, to brokers and dealers and the qualified custodian(s) of the Account. You will authorize Advisor to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on your behalf, as evidence of Sub-Adviser's authority under this Agreement.

Item 17 – Voting Client Securities

Proxy Voting

Advisor does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided.

With respect to any of your assets subject to sub-advisory relationships, we do not perform proxy-voting services on your behalf. You will need to refer to each sub-advisor's disclosure brochure to determine whether the sub-adviser will vote proxies on your behalf. You may request a complete copy of subadvisor's proxy voting policies and procedures as well as information on how your proxies were voted by contacting Advisor at the address or phone number indicated on Page 1 of this disclosure document.

With respect to assets managed by a third-party money manager, we will not vote the proxies associated with these assets. You will need to refer to each third-party money manager's disclosure brochure to determine whether the third-party money manager will vote proxies on your behalf. You may request a complete copy of third-party money manager's proxy voting policies and procedures as well as information on how your proxies were voted by contacting the third-party money manager or by contacting Advisor at the address or phone number indicated on Page 1 of this disclosure document.

To the extent you are participating in the SEI Asset Management Program, SEI and the Portfolio Manager (if any) will have the authority to vote all proxies with respect to securities held in a Portfolio or account subject to SEI's or a Portfolio Manager's investment discretion, with the exception that SEI will not advise you regarding the voting of SEI Funds' proxies or the proxies of any security selected by Advisor.

Item 18 – Financial Information

This Item 18 is not applicable to this brochure. Advisor does not require or solicit prepayment of more than $500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, Advisor has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Executive Officer and Management Personnel

Jonathan Taylor

Educational Background:

Ohio University, Bachelor's of Science in Human Health Sciences: 1984

Business Experience:

Patriot Asset Advisors, LLC, Chief Compliance Officer, 02/2018 to Present
Patriot Insurance Advisors, LLC, Chief Compliance Officer, 06/2018 to Present
Summit Brokerage Services, Financial Advisor, 10/2015 to 02/2018
JP Turner and Company, Financial Advisor, 09/2011 to 09/2015
Edward Jones, Financial Advisor, 11/2007 to 09/2011
ProEquities, Financial Advisor, 08/2006 to 11/2007
Waddell and Reed, Financial Advisor, 07/2006 to 08/2006

Other Business Activities

See Item 10 – Other Financial Industry Activities and Affiliations.

No Performance Based Fees

As previously disclosed in Item 6, Advisor does not charge or accept performance-based fees.

No Arbitrations

Advisor or any of its associated persons have not been the subject of any client arbitrations or similar legal disputes.

No Arrangement with Issuer of Securities

Advisor and its management do not have any relationship or arrangement with any issuer of securities.

Executive Officer and Management Personnel

Allen Stocker

Educational Background:

Ohio University, Business Administration: 1987

Business Experience:

Patriot Asset Advisors, LLC, Managing Member, 01/2021 to Present
Patriot Asset Advisors, LLC, Investment Adviser Representative, 06/2018 to Present
Patriot Insurance Advisors, LLC, Managing Partner, 06/2018 to Present
Patriot Asset Advisors, Financial Advisor, 07/2009 to 05/2018
Summit Brokerage Services, Financial Advisor, 09/2015 to 05/2018
JP Turner & Company, Financial Advisor, 07/2009 to 09/2015

Other Business Activities

See Item 10 – Other Financial Industry Activities and Affiliations.

No Performance Based Fees

As previously disclosed in Item 6, Advisor does not charge or accept performance-based fees.

No Arbitrations

Advisor or any of its associated persons have not been the subject of any client arbitrations or similar legal disputes.

No Arrangement with Issuer of Securities

Advisor and its management do not have any relationship or arrangement with any issuer of securities.

Customer Privacy Policy Notice

The information contained in this section will also be disclosed in Advisor's Privacy Policy Statement Gramm-Leach-Bliley Act of 1999.

As a registered investment advisor, Patriot Asset Advisors, LLC and its investment adviser representatives will gather and develop personal information regarding our clients. This information will be gathered and developed by us for the following purposes:

1. To determine the client's financial goals and objectives

2. To determine the level of advisory services needed and desired by the client

3. To provide the client with specific recommendations regarding advisory services

4. To provide the client with specific recommendations regarding financial products

5. To provide ongoing support and recommendations regarding financial products held in the client's account

Client information that Patriot Asset Advisors, LLC will collect may include, but not be limited to the following:

- Information received from clients on financial inventories through consultations with its representatives. This information may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account and other records concerning the clients' financial conditions and assets, together with information concerning employee benefits and retirement plan interests, wills, trusts, mortgages and tax returns.
- Information developed as part of financial plans, analyses or investment advisory services.
- Information concerning investment advisory account transactions, such as wrap account transactions.
- Information about clients' financial products and services transactions with Patriot Asset Advisors, LLC

When a client account is closed, Patriot Asset Advisors, LLC will continue to keep all client information confidential.

A copy of the Privacy Policy will be delivered to all clients in writing by at least one of the following methods:

- By hand delivering a copy to the client
- Mailing a copy to the client's address on record

- If business is conducted electronically, a notice may be posted on an electronic site as long as the client acknowledges receipt of the Privacy Policy Notice prior to the client obtaining any services or products from Patriot Asset Advisors, LLC

A copy of the Privacy Policy unless this situation would cause a delay in the client obtaining services and the client agrees to accept the notice at a later date. When this situation applies, a copy of the Privacy Policy Statement will be delivered to the client within a reasonable time period following the transaction. Statement will be delivered to the client within a reasonable time period following the transaction.

Any time a change is made to the Privacy Policy Patriot Asset Advisors, LLC will provide a copy of its Privacy Policy Statement to all current and existing clients at least annually.

Business Continuity Plan

Advisor has a business continuity and contingency plan in place designed to respond to significant business disruptions. These disruptions can be both internal and external. Internal disruptions will impact our ability to communicate and do business, such as a fire in the office building. External disruptions will prevent the operation of the securities markets or the operations of a number of firms, such as earthquakes, wildfires, hurricanes, terrorist attack or other wide-scale, regional disruptions.

Our continuity and contingency plan has been developed to safeguard employees' lives and firm property, to allow a method of making financial and operational assessments, to quickly recover and resume business operations, to protect books and records, and to allow clients to continue transacting business.

The plan includes the following:

- Alternate locations to conduct business;
- Hard and electronic back-ups of records;
- Alternative means of communications with employees, clients, critical business constituents and regulators; and
- Details on the firms' employee succession plan

Our business continuity and contingency plan is reviewed and updated on a regular basis to ensure that the policies in place are sufficient and operational.