



GRACE LEGACY CAPITAL

**JRG Enterprises, LLC
d/b/a
Grace Legacy Capital**

Form ADV Part 2A – Disclosure Brochure

Effective: August 19, 2014

This Disclosure Brochure provides information about the qualifications and business practices of JRG Enterprises, LLC d/b/a Grace Legacy Capital (“GLC”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (317) 559-2222 or by email at justin.haskin@gracelegacycapital.com.

GLC is a Registered Investment Advisor located in the State of Indiana. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through GLC to assist you in determining whether to retain the Advisor.

Additional information about GLC and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of GLC.

GLC believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. GLC encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

There have been no material changes to this Disclosure Brochure since its last filing date.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of GLC.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

To review the firm information for GLC:

- Click **Investment Advisor Search** in the left navigation menu.
- Select the option for **Firm** and enter **170458** (our firm's CRD number) in the field labeled "Firm Name or CRD# or SEC#" and click "Start Search".
- This will provide access to Form ADV Part 1 and Part 2.
- Item 11 of the Form ADV Part 1 lists legal and disciplinary questions regarding the Advisor.
- In the left navigation menu, Form ADV Part 2 is located near the bottom.

You may also request a copy of this Disclosure Brochure at any time, by contacting us at (317) 559-2222 or by email at justin.haskin@gracelegacycapital.com.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	3
Item 3 – Table of Contents	4
Item 4 – Advisory Services	5
A. Firm Information	5
B. Advisory Services Offered	5
C. Client Account Management	7
D. Wrap Fee Programs	7
E. Assets Under Management	7
Item 5 – Fees and Compensation	8
A. Fees for Advisory Services	8
B. Fee Billing	9
C. Other Fees and Expenses	9
D. Advance Payment of Fees and Termination	10
E. Compensation for Sales of Securities	10
Item 6 – Performance-Based Fees and Side-By-Side Management	10
Item 7 – Types of Clients	11
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	11
A. Methods of Analysis	11
B. Risk of Loss	11
Item 9 – Disciplinary Information	12
Item 10 – Other Financial Industry Activities and Affiliations	13
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	13
A. Code of Ethics	13
B. Personal Trading with Material Interest	13
C. Personal Trading in Same Securities as Clients	13
D. Personal Trading at Same Time as Client.....	13
Item 12 – Brokerage Practices	14
A. Recommendation of Custodian[s]	14
B. Aggregating and Allocating Trades	14
Item 13 – Review of Accounts	15
A. Frequency of Reviews	15
B. Causes for Reviews.....	15
C. Review Reports	15
Item 14 - Client Referrals and Other Compensation	15
A. Compensation Received by GLC	15
B. Client Referrals from Solicitors	16
Item 15 – Custody	16
Item 16 – Investment Discretion	16
Item 17 – Voting Client Securities	16
Item 18 – Financial Information	16
Item 19 – Requirements for State Registered Advisors	16
A. Educational Background and Business Experience of Principal Officer.....	16
B. Other Business Activities of Principal Officer	16
C. Performance Fee Calculations	16
D. Disciplinary Information	17
E. Material Relationships with Issuers of Securities	17
Form ADV Part 2B – Brochure Supplement	18
Privacy Policy	27

Item 4 – Advisory Services

A. Firm Information

JRG Enterprises, LLC d/b/a Grace Legacy Capital (“GLC” or the “Advisor”) is a Registered Investment Advisor located in the State of Indiana, which is organized as a Limited Liability Company (“LLC”) under the laws of the State of Indiana. GLC was founded in October 2011, and is owned by the Justin R. Haskin Revocable Trust. GLC is operated by its President, Justin R. Haskin. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by GLC.

B. Advisory Services Offered

GLC offers investment advisory services to individuals, high net worth individuals, charitable organizations, and business or corporate entities in Indiana and other states (each referred to as a “Client”).

Investment Management Services

GLC provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and consulting services. GLC works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio allocation. GLC will then construct a portfolio, consisting of low-cost, diversified mutual funds, exchange-traded funds (“ETFs”) including ETFs in the gold and precious metal sectors, treasury inflation-protected or inflation-linked bonds, non-U.S. securities, venture capital funds and private placements to achieve the Client’s investment goals. The Advisor may also utilize individual stocks and bonds to meet the needs of its Clients.

GLC’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. GLC will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

GLC evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. GLC may recommend, on occasion, redistributing investment allocations to diversify the portfolio. GLC may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement, which may adversely affect the portfolio. GLC may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

Prior to rendering investment advisory services, GLC will ascertain, in conjunction with the Client, the Client’s financial situation, risk tolerance, and investment objective[s].

GLC will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will GLC accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client Investment Advisory Agreement.

Asset-Based Pension Consulting Services

GLC will provide its Clients with ongoing consulting services to pensions or other employee benefit plans. The pension consulting services include but are not limited to 401(k) plans based on the Clients demographics, goals, objectives, time horizons and risk tolerance of the plan’s participants.

Managed Account Programs

GLC may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers participating in a managed accounts program at the Client's selected custodian (the "Program Sponsor"). The Client will then enter into a program and investment advisory agreement with the Program Sponsor and the participating money manager[s]. The Advisor will assist and advise the Client in establishing investment objectives for the account, the selection of the money manager[s], and defining any restrictions on the account. GLC will continue to provide oversight of the Client account and ongoing monitoring of the activities of the unaffiliated money managers.

These money managers will develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such services, the Program Sponsor will charge a program fee that includes the investment advisory fee of the money managers, the administration of the program and trading, clearance and settlement costs. The Program Sponsor will add GLC's Investment Advisory Fee (described below in Item 5) and will deduct the overall fee from the Client account, generally at the start of each calendar quarter. The asset-based program fee is tiered and varies depending on the size of the account, the asset class of the underlying securities and the sub-advisor selected. The overall fee (including the Advisor's Investment Advisory Fee) will not exceed 3% annually.

GLC does not receive any compensation from these unaffiliated money managers or the Program Sponsor, other than GLC's Investment Advisory Fee (described in Item 5).

The Client, prior to entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2 (or a brochure that makes the appropriate disclosures). In addition, GLC and its Client will agree in writing that that selected Program Sponsor will manage the Client's account on a discretionary basis.

Selection of Other Advisors

GLC may periodically recommend and refer clients to unaffiliated money managers or investment advisors at GLC's discretion or Client's request. Through this arrangement, the Client will then enter into an advisory agreement with that sub-advisor to which that sub-advisor will assist and advise the Client in establishing investment objectives and develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such sub-advisor services, the sub-advisor will receive an investment advisory fee, billed based on the fee schedule the Client establishes with the unaffiliated money manager[s] or investment advisor[s].

GLC will receive a portion of the investment advisory fee for the solicitation and referral of the Client to the sub-advisor, and may assist the Client in completing their Client questionnaire and account opening paperwork. GLC may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship.

The Client, prior to entering into an agreement with unaffiliated money manager[s] or investment advisor[s], will be provided with the advisor's Form ADV 2 (or a brochure that makes the appropriate disclosures).

Financial Planning and Consulting Services

GLC will typically provide a variety of financial planning services to individuals and families, pursuant to a written Financial Planning or Consulting Agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. GLC may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to effect the transaction through the Advisor.

C. Client Account Management

Prior to engaging GLC to provide investment advisory services, each Client is required to enter into an Investment Advisory Agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy Statement – GLC, in connection with the Client, may develop a statement that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet the objectives. An Investment Policy Statement generally includes specific information on the Client's stated goals, time horizon for achieving the goals, investment strategies, Client risk tolerance and any restrictions imposed by the Client.
- Asset Allocation – GLC will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – GLC will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – GLC will provide investment management and ongoing oversight of the Client's portfolio and overall account.

D. Wrap Fee Programs

GLC includes the securities transaction costs, platform fees and unaffiliated Investment Manager fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "wrap fee program". Depending on the level of trading required for the Client's account in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix I – Wrap Fee Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of June 30, 2014, the most recent date for which such calculations are provided pursuant to securities regulations, GLC manages the following assets:

Assets Under Management	Assets
Discretionary Assets	\$50,000,000.00
Non-Discretionary Assets	\$45,000,000.00
Total	\$95,000,000.00

Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign an Investment Advisory Agreement that details the responsibilities of GLC and the Client.

A. Fees for Advisory Services

Investment Management

Investment Advisory Fees are paid quarterly in advance pursuant to the terms of the Investment Advisory Agreement. Investment Advisory Fees are based on the market value of assets under management at the end of each calendar quarter. Investment Advisory Fees are based on the following schedule:

Assets Under Management	Annual Rate
Up to \$1,000,000	1.25%
Over \$1,000,000	1.00%

Investment Advisory Fees in the first quarter of service are prorated from the inception date of the account to the end of the first quarter. Fees are generally negotiable. The agreed upon fees are included in the Investment Advisory Agreement. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by GLC will be independently valued by the designated Custodian. GLC will not have the authority or responsibility to value portfolio securities.

Pension Consulting Fees

Fees for Clients participating in the Asset-Based Pension Consulting are paid quarterly in advance pursuant to the terms of the Agreement. The Asset-Based Pension Consulting fees range from 1.25% to 1.00% based on the following schedule:

Assets Under Management	Annual Rate
\$0 to \$1,000,000	1.25%
\$1,000,001 to and Over	1.00%

Asset-Based Pension Consulting Fees in the first quarter of service are prorated from the inception date of the account to the end of the first quarter. Fees may be negotiable at the discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by GLC will be independently valued by the designated Custodian. GLC will not have the authority or responsibility to value portfolio securities.

Managed Accounts Programs

Fees for Clients participating in managed accounts programs will include GLC's Investment Advisory Fee above plus the Program Sponsors Fee.

Selection of Other Advisors

For Clients referred to the Advisor by an unaffiliated investment advisor, the Client's fee will be deducted from the Client's account[s] with the respective manager and a portion of the investment advisory fee will be provided to GLC. Please see Item 14 for additional details.

Financial Planning Services

GLC offers financial planning or consulting services on a fixed fee basis ranging from \$5,000 to \$30,000, which may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total costs will be determined prior to establishing the advisory relationship.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Investment Management

Investment Advisory Fees will be automatically deducted from the Client Account by the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client Account at the respective quarter end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with GLC at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the Investment Advisory Fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting GLC to be paid directly from their accounts held by the Custodian as part of the Investment Advisory Agreement and separate account forms provided by the Custodian.

Asset-Based Pension Consulting Fees

The Asset-Based Pension Consulting fees are billed quarterly in advance to the Client. The fees are withdrawn from the Client's accounts with the Client's written authorization.

Managed Accounts

Clients participating in a managed accounts program or referred to unaffiliated money managers or investment advisors will be billed in accordance to the investment advisory agreement with the respective Program Sponsor or advisor. Program Sponsors will add GLC's Investment Advisory Fee and deduct the overall fee from the Client's account[s]. In situations where a Client is referred to an unaffiliated investment advisor, the investment advisor will collect its fee and compensate GLC out of its fee. Details are described in Item 14 below.

Financial Planning and Consulting Services

Financial planning and consulting fees are invoiced 20% upon execution of the Financial Planning and Consulting Agreement and 80% upon receipt of the agreed upon deliverable.

Selection of Other Advisors

For Clients referred to the Advisor by an unaffiliated investment advisor, the Client's fee is based on the agreement signed between the Client and the unaffiliated investment advisor.

C. Other Fees and Expenses

Investment Advisory Fees may or may not include the costs for normal securities trading costs, pursuant to the terms of the Investment Advisory Agreement. The Client is generally responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. For Clients offered a "wrapped fee", the Investment Advisory Fees charged by GLC will include securities transaction fees. Otherwise the Client shall be responsible for Investment Advisory Fee charged the custodian. See Item 4.E. above.

In addition, all fees paid to GLC for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees

for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of GLC, but would not receive the services provided by GLC which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by GLC to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management

GLC is compensated for its services in advance of the quarter in which investment advisory services are rendered. Clients may request to terminate their Investment Advisory Agreement with GLC, in whole or in part, by providing advance written notice. The Client shall be responsible for Investment Advisory Fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid Investment Advisory Fees from the effective date of termination to the end of the quarter. The Client's Investment Advisory Agreement with the Advisor is non-transferable without the Client's written approval.

Asset-Based Pension Consulting Services

GLC is compensated for its services in advance of the quarter in which investment advisory services are rendered. Clients may request to terminate their Agreement with GLC, in whole or in part, by providing advance written notice. The Client shall be responsible for Asset-Based Pension Consulting fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid Asset-Based Pension Consulting fee from the effective date of termination to the end of the quarter. The Client's Agreement with the Advisor is non-transferable without the Client's written approval.

Managed Accounts Programs

In the event that a Client should wish to terminate their relationship with a managed accounts program or unaffiliated investment advisor, the terms for termination will be set forth in the respective agreements between the Client and those third parties. GLC will assist the Client with the termination and transition as appropriate.

Financial Planning and Consulting Services

In the event that a Client should wish to cancel the financial planning agreement under which any plan is being created, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in the Advisor's possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the Client within 5 business days of cancellation.

Either party may terminate a planning or consulting agreement at any time by providing written notice to the other party. In addition, the Client may terminate the agreement within five (5) days of signing the Advisor's financial planning or consulting agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Refunds will be given on a pro rata basis.

Selection of Other Advisors

For Clients referred to the Advisor by an unaffiliated investment advisor, the Client's fees and termination are based on the agreement signed between the Client and the unaffiliated investment advisor.

E. Compensation for Sales of Securities

GLC does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the Investment Advisory Fees noted above.

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

GLC does not charge performance-based fees for its investment advisory services. The fees charged by GLC are as described in “Item 5 – Fees and Compensation” above and are not based upon the capital appreciation of the funds or securities held by any Client.

GLC does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

GLC offers investment advisory services to individuals, high net worth individuals, charitable organizations, and business/corporate entities in Indiana and other states (each referred to as a “Client”). The relative percentage of each type of Client is available on GLC’s Form ADV Part 1. These percentages will change over time. GLC generally does not impose a minimum account size for establishing a relationship.

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

A. Methods of Analysis

GLC primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from GLC is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

As noted above, GLC generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. GLC will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, GLC may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. GLC will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor’s review process are included below in “Item 13 – Review of Accounts”.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

GLC may use margin in Client accounts to manage the timing of purchases and sales, as appropriate. GLC may employ options strategies to hedge or gain additional exposure to a particular asset class or sector. GLC 's investment strategy encompasses active trading in concentrated portfolios. Following are some of the risks associated with Options, Margin and Short-Sale transactions:

Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Short Sales

A short sale involves the sale of a security that the Client does not own in the hope of purchasing the same security at a later date at a lower price. To make delivery to the buyer, the Client must borrow the security and is obligated to return the security to the lender, which is accomplished by a later purchase of the security. The Client realizes a profit or a loss as a result of a short sale if the price of the security decreases or increases respectively between the date of the short sale and the date on which the Client covers its short position, i.e., purchases the security to replace the borrowed security. A short sale involves the theoretically unlimited risk of an increase in the market price of the security that would result in a theoretically unlimited loss.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. For more information on our investment management services, please contact us at (317) 559-2222.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving GLC or any of its employees. GLC and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider in which you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

To review the firm information contained in Form ADV Part 1, select the option for "Investment Adviser Search", then selecting "Firm" and enter **170458** in the field labeled "Firm Name or CRD# or SEC#". This will provide access to Form ADV Parts 1 and 2. Item 11 of the Form ADV Part 1 lists legal and disciplinary disclosure questions.

You may also research the background of Justin R. Haskin by selecting the option for "Investment Adviser Search", then selecting "Individual" and entering Mr. Haskin's individual CRD number **3227045** in the field labeled "Individual Name or CRD#".

Item 10 – Other Financial Industry Activities and Affiliations

Pension Consultant

Mr. Haskins acts as a pension consultant. Occasionally he may offer Clients advice or products from those activities and clients should be aware that these services might involve a conflict of interest. The Advisor always acts in the interest of the Client and the Clients are in no way required to the services of the Advisor in connection with such individual's activities outside of the Advisor.

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

A. Code of Ethics

GLC has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with GLC. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. GLC and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of GLC associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (317) 559-2222.

B. Personal Trading with Material Interest

GLC allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. GLC does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. GLC does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

GLC allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of GLC may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by GLC requiring reporting of personal securities trades by its employees for review by the employee's supervisor or the CCO. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

In addition the Code of Ethics governs Gifts and Entertainment given by and provided to the Advisor, outside employment activities of employees, Employee reporting, sanctions for violations of the Code of Ethics, and records retention requirements for various aspects of the Code of Ethics.

D. Personal Trading at Same Time as Client

While GLC allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards.

At no time will GLC, or any associated person of GLC, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

GLC does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services or the administrator for defined contribution accounts. The Client will select the broker-dealer or custodian (herein the "custodian") to safeguard Client assets and authorize GLC to direct trades to this custodian as agreed in the Investment Advisory Agreement. Further, GLC does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where GLC does not exercise discretion over the selection of the custodian, it may recommend the custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a broker not recommended by GLC. GLC typically recommends to Clients that they established their brokerage account[s] at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. (herein "TD Ameritrade"). TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and FINRA/SIPC/NFA member. TD Ameritrade offers to independent investment advisors its services, which include custody of securities, trade execution, clearance and settlement of transactions. GLC receives some benefits from TD Ameritrade through its participation in the program. GLC may recommend a custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the custodian's offices. GLC does not receive research services, other products, or compensation as a result of recommending a particular broker that may result in the Client paying higher commissions than those obtainable through other brokers.

Following are additional details regarding the brokerage practices of the Advisor:

- 1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **GLC does participate in soft dollar programs sponsored or offered by a broker-dealer.**
- 2. Brokerage Referrals** - GLC does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.
- 3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where GLC will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the custodian, GLC will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. GLC will execute its transactions through an unaffiliated broker-dealer selected by the Client. GLC may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Accounts are monitored on a regular and continuous basis by Mr. Haskin, President of GLC. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify GLC if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the trustee or custodian. These brokerage statements are sent directly from the custodian to the Client. The Client may also establish electronic access to the custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by GLC

Selection of Other Advisors

GLC may refer Clients to unaffiliated money managers, as detailed in Item 4. In such arrangements, GLC has a potential conflict of interest in that GLC will receive a portion of the unaffiliated money manager's fee collected from the Client for the referral of the Client and the ongoing relationship management support provided by GLC. To mitigate this conflict of interest, GLC will not charge investment advisory fees on assets referred to an unaffiliated manager under such arrangements.

Participation in Institutional Advisor Platform

As disclosed in Item 12 above, GLC participates in TD Ameritrade's institutional program and may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between GLC's participation in the program and the investment advice it gives to its Clients, although GLC receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to GLC by third party vendors.

Some of the products and services made available by TD Ameritrade through the institutional program may benefit GLC but may not benefit its Client accounts. These products or services may assist GLC in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help GLC manage and further develop its business. The benefits received by GLC or its personnel through participation in the institutional program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to its Clients, the GLC endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by

GLC or its advisory persons in and of itself creates a potential conflict of interest and may indirectly influence the GLC's recommendation of TD Ameritrade for custody and brokerage services.

B. Client Referrals from Solicitors

GLC does not engage paid solicitors for Client referrals.

Item 15 – Custody

GLC does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee. All Clients must place their assets with a qualified custodian. Clients are required to select their own custodian to retain their funds and securities and direct GLC to utilize that custodian for the Client's security transactions. GLC encourages Clients to review statements provided by the account custodian. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Item 16 – Investment Discretion

GLC generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by GLC. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by GLC will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

GLC does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither GLC, nor its management, have any adverse financial situations that would reasonably impair the ability of GLC to meet all obligations to its Clients. Neither GLC, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. GLC is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The President of GLC is Justin R. Haskin. Information regarding the formal education and background of Mr. Haskin is included in Item 2 of Part 2B below.

B. Other Business Activities of Principal Officer

Mr. Haskin has additional business activities that are detailed in "Item 10 - Other Financial Activities and Affiliations".

C. Performance Fee Calculations

GLC does not charge performance-based fees for its investment advisory services. The fees charged by GLC are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding GLC or Mr. Haskin. Neither GLC nor Mr. Haskin has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against GLC or Mr. Haskin.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding GLC or Mr. Haskin.***

E. Material Relationships with Issuers of Securities

Neither GLC nor Mr. Haskin has any relationships or arrangements with issuers of securities.



Form ADV Part 2B – Brochure Supplement

for

**Justin R. Haskin
President**

Effective: August 19, 2014

This Brochure Supplement provides information about the background and qualifications of Justin R. Haskin (CRD# **3227045**) in addition to the information contained in the JRG Enterprises, LLC d/b/a Grace Legacy Capital (“GLC” or the “Advisor”) (CRD # 170458) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the GLC Disclosure Brochure or this Brochure Supplement, please contact us at (317) 559-2222.

Additional information about Mr. Haskin is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Justin Haskin, born in 1978, is dedicated to advising Clients of GLC in his role as the President of GLC.

Mr. Haskin earned a Master of Science in Finance from Indiana University - Kelley School of Business in 2007. Mr. Haskin earned a Master of Science in Business Administration and Management from Indiana University - Kelley School of Business in 2007. Mr. Haskin earned a Bachelor of Arts in Psychology from Macalester College in 2000.

Additional information regarding Mr. Haskin's employment history is included below.

Employment History:

President, JRG Enterprises, LLC d/b/a Grace Legacy Capital	05/2014 to Present
Vice President - Investment Officer, Wells Fargo Advisors, LLC	04/2009 to 04/2014
Vice President, JPMorgan Asset Management	08/2005 to 04/2009
Vice President, Fifth Third Asset Management	12/2000 to 05/2005

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Haskin. Mr. Haskin has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Haskin.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Haskin.**

However, we do encourage you to independently view the background of Mr. Haskin on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. Select "Investment Adviser Search" from the left navigation menu. Then select the option for "Individual" and enter **3227045** in the field labeled "Individual Name or CRD#".

Item 4 – Other Business Activities

Pension Consultant

Mr. Haskin acts as a pension consultant. Occasionally he may offer Clients advice or products from those activities and clients should be aware that these services might involve a conflict of interest. The Advisor always acts in the interest of the Client and the Clients are in no way required to the services of the Advisor in connection with such individual's activities outside of the Advisor.

Item 5 – Additional Compensation

Mr. Haskin has additional business activities where compensation is received. These business activities are detailed above in Form ADV Part 2B "Item 4- Other Business Activities".

Item 6 – Supervision

Mr. Haskin serves as the President and Chief Compliance Officer of GLC. Mr. Haskin can be reached at (317) 559-2222.

GLC has implemented a Code of Ethics and internal compliance that guide each employee in meeting their fiduciary obligations to Clients of GLC. Further, GLC is subject to regulatory oversight by various agencies.

These agencies require registration by GLC and its employees. As a registered entity, GLC is subject to examinations by regulators, which may be announced or unannounced. GLC is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

Mr. Haskin does not have any additional information to disclose.



Form ADV Part 2A Appendix 1 Wrap Fee Brochure

Effective: August 19, 2014

This Wrap Fee Brochure provides information about the business practices and fees for JRG Enterprises, LLC d/b/a Grace Legacy Capital ("GLC") services when Client transaction costs are included with Investment Advisory Fees as a single fee. This Wrap Fee Brochure shall always be accompanied by the GLC Disclosure Brochure, which provides complete details on the business practices of GLC. If you did not receive the complete GLC Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the GLC Disclosure Brochure, please contact us at (317) 559-2222.

GLC is a Registered Investment Advisor located in the State of Indiana. The information in this Wrap Fee Brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC" or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Brochure provides information about GLC to assist you in determining whether to retain the Advisor.

Additional information about GLC and its advisory persons are available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

Material Changes

This is the initial filing of the Wrap Fee Brochure.

Item 3 – Table of Contents

Item 1 – Cover Page 1

Item 2 – Material Changes 22

Item 3 – Table of Contents 23

Item 4 – Services Fees and Compensation 24

Item 5 – Account Requirements and Types of Clients 24

Item 6 – Portfolio Manager Selection and Evaluation..... 24

Item 7 – Client Information Provided to Portfolio Managers..... 25

Item 8 – Client Contact with Portfolio Managers..... 26

Item 9 – Additional Information 26

Item 4 – Services Fees and Compensation

A. Services

JRG Enterprises, LLC d/b/a Grace Legacy Capital (“GLC”) provides customized wealth advisory services for its Clients. This Wrap Fee Brochure is provided as a supplement to the GLC Disclosure Brochure (Form ADV2A). This Wrap Fee Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting GLC as your investment advisor.

As part of the Investment Advisory Fees noted in Item 5 of the Disclosure Brochure, GLC may include normal securities transaction fees as part of the overall Investment Advisory Fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single Investment Advisory Fee. This Wrap Fee Brochure references back to the Bankoh Advisors Disclosure Brochure in which this Wrap Fee Brochure serves as an Appendix.

Please see Item 4 – Advisory Services of the Disclosure Brochure for details on GLC’s investment philosophy and related services.

B. Program Costs

Advisory Services provided by GLC may be offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to GLC.

As the level of trading in a Client’s account(s) may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne by the Client. The cost of the Wrap Fee Program varies depending on services to be provided be to each Client.

Please see Item 5 – Fees and Compensation for complete details on fees.

C. Fees

The Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by GLC. Securities transaction fees for Client directed trades are borne by the Client. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Brochure).

D. Compensation

GLC is the sponsor and portfolio manager of this Wrap Fee Program. GLC receives Investment Advisory Fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

GLC offers investment advisory services to individuals, high net worth individuals, charitable organizations, and business/corporate entities. GLC generally does not impose a minimum account size for establishing a relationship.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection

GLC acts as sponsor and as portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Disclosure Brochure.

B. Related Persons

GLC's owner, Justin Haskin serves as portfolio manager for services under this Wrap Fee Program. GLC does not act as portfolio manager for any third-party wrap fee programs.

C. Supervised Persons

As noted above, Mr. Haskin serves as the portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Brochure) for details on the services provided by GLC and the Brochure Supplement for the background of Mr. Haskin.

Performance-Based Fees

GLC does not charge performance-based fees for its investment advisory services. The fees charged by GLC are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

GLC does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. GLC will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

GLC does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 7 – Client Information Provided to Portfolio Managers

GLC is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the GLC Privacy Policy (included after this Wrap Fee Brochure).

Item 8 – Client Contact with Portfolio Managers

GLC is a full-service wealth advisory firm. Clients always have direct access to the Portfolio Managers at GLC.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial industry Activities and Affiliations

Disciplinary Information

There are no disciplinary events to disclose. Please see Item 9 of the GLC Disclosure Brochure as well as Item 3 of Mr. Haskin's Brochure Supplement (included with this Wrap Fee Brochure).

Other Financial Activities and Affiliations

Please see Items 10 and 14 of the GLC Disclosure Brochure as well as Items 4 and 5 of Mr. Haskin's Brochure Supplement (included with this Wrap Fee Brochure).

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

GLC has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with GLC. Complete details on the GLC Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Brochure).

Review of Accounts

Accounts are monitored on a regular and continuous basis by Mr. Haskin, President of GLC. Please see Item 13 of the Disclosure Brochure (included with this Wrap Fee Brochure).

Other Compensation

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Brochure) for details on additional compensation that may be received by GLC or Mr. Haskin. Mr. Haskin's Brochure Supplement (also included with this Wrap Fee Brochure) provides details on outside business activities and the associated compensation.

Client Referrals from Solicitors

GLC does not engage paid solicitors for Client referrals.

Financial Information

Neither GLC, nor its management has any adverse financial situations that would reasonably impair the ability of GLC to meet all obligations to its Clients. Neither GLC, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. GLC is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$500 or more for services to be performed six months or more in advance.



GRACE LEGACY CAPITAL

JRG Enterprises, LLC d/b/a Grace Legacy Capital

Privacy Policy

Effective: August 19, 2014

Privacy Policy

Our Commitment to You

JRG Enterprises, LLC d/b/a Grace Legacy Capital (“GLC” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. GLC (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

GLC does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes GLC does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where GLC or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients GLC does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (317) 559-2222.