Item 1 - Cover Page

Seaside Wealth Advisors, LLC

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WILMINGTON, NC 28403

910-550-3554

www.seasidewealthadvisors.com

March 19, 2026

This Brochure provides information about the qualifications and business practices of Seaside Wealth Advisors, LLC (“Seaside Wealth Advisors, LLC, , “us”, “we”, “our”). If you have any questions about the contents of this Brochure, please contact us at 309-318-2745or via email at allison@jenkinsfs.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about Seaside Wealth Advisors, LLC, is also available via the SEC’s website www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for Seaside Wealth Advisors, LLC, is 327645. The SEC’s web site also provides information about any persons affiliated with Seaside Wealth Advisors, LLC, , LLC who are registered, or are required to be registered, as Investment Adviser Representatives of Seaside Wealth Advisors, LLC, .

Seaside Wealth Advisors, LLC, is a Registered Investment Adviser. Registration as an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information that you may use to determine whether to hire or retain them.

Item 2 - Material Changes

In the future, this section of the Brochure will discuss only the specific material changes that were made to the Brochure and will provide you with a summary of all material changes that have occurred since the last filing of this Brochure. This section will also identify the date of our last annual Brochure update.

Since our last annual amendment filing on February 4, 2026, the Firm has experienced the following material change:

1) Seaside Wealth Advisors, LLC has updated its Asset Management Fee Schedule (Item 5).

2) Seaside Wealth Advisors, LLC has added Charles Schwab & Co., Inc. Advisor Services as a custodian (Items 4, 12 and 14).

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 30 days of the event that requires the filing of the amendment. We will provide other ongoing disclosure information about material changes as they occur. We will also provide you with information on how to obtain the complete brochure. Currently, our Brochure may be requested at any time, without charge, by contacting Allison Kramer at allison@jenkinsfs.com or 309-318-27450.

Item 3 – Table of Contents

Item 4 – Advisory Business Introduction

Our Advisory Business

Seaside Wealth Advisors, LLC is a registered investment adviser with the Securities and Exchange Commission. The Adviser was founded in 2023 by Allen Tyndall who is the Adviser's principal owner.

Services

Seaside Wealth Advisors, LLC offers asset management and/or consulting services, with an emphasis on building portfolios designed to meet the needs of our clients. We also offer financial planning services. Our focus is on helping you develop and execute plans that are designed to build and preserve your wealth. We are available during normal business hours either by telephone, email, or in person by appointment to answer your questions.

Active Asset Management

Tailored Asset Management Services

As part of the active asset management process, we will meet with you to discuss your financial circumstances, investment goals and objectives, and to determine your risk tolerance. We will ask you to provide statements summarizing current investments, income and other earnings, recent tax returns, retirement plan information, other assets and liabilities, wills and trusts, insurance policies, and other pertinent information.

Based on the information you share with us, we will analyze your situation and tailor a portfolio with appropriate asset allocations and investment strategy[ies]. Our recommendations and ongoing management are based upon your investment goals, objectives and risk tolerance. We will monitor the account, trade as necessary, and communicate regularly with you.

We will work with you on an ongoing basis to evaluate your asset allocation as well as rebalance your portfolio to keep it in line with your goals as necessary. We will be reasonably available to help you with questions about your account. Please note that pursuant to the investment advisory agreement you are obligated to notify us promptly when your financial situation, goals, objectives, or needs change.

You shall not have the ability to impose restrictions on the management of your account.

Under certain conditions, securities from outside accounts may be transferred into your advisory account; however, we may recommend that you sell any security if we believe that it is not suitable for the current recommended investment strategy. Additionally, trading may be required to meet initial allocation targets, after substantial cash deposits that require investment allocation, and/or after a request for a withdrawal that requires liquidation of a position.

Periodically, your account may need to be rebalanced or reallocated in order to reestablish the targeted percentages of your initial asset allocation. This rebalancing or reallocation will occur as required or pursuant to the schedule we have determined together.

You will be responsible for all tax consequences resulting from the sale of any security, rebalancing or reallocation of the account. You are responsible for any taxable events in these instances. We are not tax professionals and do not give tax advice. However, we will work with your tax professionals to assist you with tax planning.

You will be notified of any purchases or sales through trade confirmations and statements that are provided by the custodian. These statements list the total value of the account, itemize all transaction activity, and list the types, amounts, and total value of securities held. You will at all times maintain full and complete ownership rights to all assets held in your account, including the right to withdraw securities or cash, proxy voting and receiving transaction confirmations.

If you decide to implement our recommendations, we will help you open a custodial account(s). The funds in your account will generally be held in a separate account, in your name, at an independent custodian, and not with us. We require our clients to use Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services as the custodian.

While Seaside Wealth Advisors, LLC endeavors at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving additional compensation based on the recommendations made creates a conflict of interest and may affect Seaside Wealth Advisors, LLC's judgment when making recommendations. We require that all investment adviser representatives disclose this conflict of interest when such recommendations are made, and that the client is not obligated to implement the recommendations made within the plan through Seaside Wealth Advisors, LLC.

We obtain information from a wide variety of publicly available sources. We do not have any inside private information about any investments that are recommended. All recommendations developed by us are based upon our professional judgment. We cannot guarantee the results of any of our recommendations. Choosing which advice to follow is your decision.

Third-party Money Managers

We may determine that opening an account with a professional third-party money manager is in your best interests. These programs allow you to obtain portfolio management services that typically require higher minimum account sizes outside of the program. The money managers selected under these programs will have discretion to determine the securities they buy and sell within the account, subject to reasonable restrictions imposed by you. Due to the nature of these programs, each of the independent money managers is obligated to provide you with a separate disclosure document. You should carefully review this document for important and specific program details, including pricing.

Under these programs, we may:

- Assist in the identification of investment objectives.
- Recommend specific investment style and asset allocation strategies.
- Assist in the selection of appropriate money managers and review performance and progress.
- Recommend reallocation among managers or styles within the program.
- Recommend the hiring and firing of money managers utilized by you.

Financial Planning and/or Consulting

We provide services such as comprehensive financial planning, estate planning, business planning and educational planning. Fee based financial planning is a comprehensive relationship which incorporates many different aspects of your financial status into an overall plan that meets your goals and objectives. The financial planning relationship consists of face-to-face meetings and ad hoc meetings with you and/or your other advisors (attorneys, accountants, etc.) as necessary.

The Firm expects to provide a written financial plan to financial planning clients. In consulting relationships, the production of a written plan is client-specific. This decision is influenced by various factors, including the plan's complexity and the client's responsiveness. In all cases, though, the plan will be delivered in less than six months. Clients will receive an invoice upon agreeing to move forward with Fee Based Planning. Financial planning fees will be paid at the conclusion of planning. Services provided will vary based upon the client's needs and wants. It could include, but not be limited to, investment analysis and planning, quarterly review meetings, annual financial reviews ongoing support, questions, etc. The Firm envisions the ongoing financial planning relationship to be one where the client desires ongoing advice and planning support. This could include quarterly meetings, access to Mr. Tyndall for questions, etc. regarding the client's financial situation. This could also include investment planning, income tax planning, educational fund planning, risk management, business planning, college education planning, retirement planning, tax planning, estate planning, etc. If the client desires a one-time plan for a static situation, they would not be a candidate for ongoing planning. However, for a client that desires more than just a snapshot plan and is interested in a continuing relationship, they would benefit from ongoing services.

Clients who engage in ongoing services receive an initial plan that analyzes their current finances and establishes a clear starting point. Crucially, they also receive a commitment to quarterly reviews with an advisor. This consistent oversight is designed to track and adjust progress toward major financial goals, such as securing educational funding, managing business transactions, or making key decisions regarding the timing of retirement. Clients might request a new plan each year and that would require time and research into what has or has not changed etc. Rarely does anyone's financial situation stay static in a twelve-month period. However, if there are no substantive changes and the client has only requested a one-time plan, the Firm would advise the client to prepare another plan. In the event of an ongoing relationship, if the client has been receiving ongoing planning services throughout the year, the Firm might or might not prepare a plan based on the client's desires.

While the Firm will recommend the type of relationship that is appropriate after the initial meeting, ultimately the decision as to the services provided is often driven by the client's desires and needs. No two financial plans or clients are the same and to try and determine reasonableness without knowing facts and circumstances is a guess at best. In the event the client refuses to provide requested information, the Firm would likely terminate the relationship and calculate the amount of time the Firm has spent with the client to that point and would determine based upon an hourly rate of $250 whether the client was owed a refund of paid but unearned fees

We will discuss your investment objectives, needs and goals, but you are obligated to inform us of any changes. We do not verify any information obtained from you, your attorney, accountant or other professionals. If you engage us to perform these services, you will receive a written agreement detailing the services, fees, terms and conditions of the relationship. You will also receive this Brochure. You are under no obligation to implement recommendations through us. You may implement your financial plan through any financial organization of your choice.

If you decide to implement our recommendations, we will help you open a custodial account(s). The funds in your account will generally be held in a separate account, in your name, with an independent custodian, and not with us. We require our clients to use Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services.

While Seaside Wealth Advisors, LLC endeavors at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving additional compensation based on the recommendations made creates a conflict of interest and may affect Seaside Wealth Advisors, LLC's judgment when making recommendations. We require that all investment adviser representatives disclose this conflict of interest when such recommendations are made, and that the client is not obligated to implement the recommendations made within the plan through Seaside Wealth Advisors, LLC.

Due Diligence Consulting

Seaside Wealth Advisors, LLC will provide due diligence services to Client focused on privately placed investments . Adviser will assist client as needed in the following areas:

- Investment valuation
- Income Tax Planning*
- Suitability and applicability of a 1031 Exchange if applicable
- Review of alternative investments
- Site visits and evaluations as necessary
- Review of quarterly reports provided by investment sponsors
- Attendance on sponsor calls and meetings
- Performance reviews
- Obtaining tax documents and assisting CPAs
- Other services as needed.

*Seaside Wealth Advisors, LLC does not render tax advice but provides planning in conjunction with Client's CPAs and/or attorneys as need to assist Client in estimating taxes to use in evaluating alternatives.

Seaside Capital Partners, LLC

As explained in **Item 10 – Other Financial Industry Activities and Affiliations,** Mr. Tyndall is a 100% owner of Seaside Capital Partners, LLC, (SCP), which serves as the General Partner, Sponsor and Manager of the SCP High Yield Fund, LLC, ("Fund") and the SCP Income Fund LLC ("Income Fund"). SCP provides loans and funding for real estate projects. Advisory clients of Seaside Wealth may be solicited to invest in the SCP High Yield Fund or the SCP High Income Fund if it is deemed to be in the clients' best interest. Please see **Item 10** for more information on SCP.

Wrap Fee

The Adviser does not sponsor or participate in a third-party sponsored wrap fee program.

Assets Under Management

As of December 31, 2025, we have $ 100,813,775in regulatory assets under management all managed on a discretionary basis. We also have $2,646,922 in non-regulatory assets under management on a non-discretionary basis.

Item 5 – Fees and Compensation

Asset Management Fee Schedule

The advisory fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged monthly, in arrears. Payments are due and will be assessed on the first day of each month, based on the previous month's average daily balance of the account(s) under management. The Adviser will not separately pro rate for deposits and withdrawals in the account during the billing period because the average daily balance methodology already includes the deposits and withdrawals in the calculation. The Custodian will value the securities in the Client Account that are listed on a national securities exchange or on NASDAQ at the closing price, on the valuation date, or on the principal market where the securities are traded. The Custodian will value other securities or investments in the Client Account in a manner that the Custodian believes in good faith reflect their fair market value. Fees will be calculated as follows:

Assets Under Management	Fee
$0 - $250000	1.40%
$250001 - $500,000	1.30%
$500,001 - $1,000,000	1.10%
$1,000,001 - $2,000,000	1.00%
$2,000,001 - $4,000,000	0.80%
$4,000,001 - $10,000,000	0.70%
$10,000,001 +	0.40%

The fees shown above are annual fees and may be negotiable based upon certain circumstances. Certain representatives may negotiate lower fees than those described above, depending on factors such as account size, scope of services, and other circumstances.

No increase in the annual fee shall be effective without prior written notification. Seaside Wealth Advisors, LLC believes the advisory fees are reasonable considering the fees charged by other investment advisers offering similar services/programs.

If the Client wishes to utilize the services of a third-party money manager through the InteractiveAdvisors platform, the money manager may charge additional fees which will be paid by the Adviser. Neither our fees nor those of the third-party money manager include brokerage commissions, transaction fees, and other related costs and expenses. You will incur certain charges imposed by custodians, third-party investment companies and other third parties. These include fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

This Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person, by email or by mail to the address of record. In the event the Agreement is terminated, and the Client has advanced any fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client. Any fees that are due, but have not been paid, will be billed to the Client and are due immediately. The Adviser will provide the Client with a pro-rata refund of the Client's prepaid advisory fees to the extent that one is due. If the Client does not receive this Part 2 of Form ADV at least forty-eight (48) hours prior to entering into an advisory agreement with the Adviser, then the client has the right to terminate the contract without penalty within five (5) business days after entering into the contract.

Reasonableness of Fees

Seaside charges fees intended to be reasonable in relation to engagement complexity, time required, expertise, deliverables, and market comparisons. Documentation is maintained to support fee reasonableness, and for a reference is usually 1-2% of clients income or net worth.

Seaside Capital Partners, LLC

Advisory clients of Seaside Wealth may be solicited to invest in the SCP High Yield Fund ("SCP") or the SCP Income Fund LLC ("Income Fund") if deemed to be in the clients' best interest. SCP provides loans and funding for real estate projects. SCP charges investors an investment management fee of three percent (3%) payable quarterly in arrears plus twenty percent (20%) of net profits. Such fee is in excess of the industry norm and lower fees for comparable services may be available from other sources. Please refer to the Fund's offering documents for additional information on fees and operations. See **Item 10** for more information on SCP.

Financial Planning and/or Consulting Fees

Seaside Wealth Advisors ("Seaside") offers financial planning and consulting services on a fixed-fee or hourly basis. The specific fee, billing method, and estimated number of hours (if hourly) will be disclosed in a written agreement executed prior to services beginning.

Fee Structure

- Fixed Fees: Typically range from $1,000 to $250,000, depending on the complexity of the engagement, scope of work, and time required.

- Fees will not exceed the agreed-upon amount stated in the client agreement, unless the client executes an amended agreement expanding the scope of work.

-Clients are required to pay 50% of the financial planning fee upon signing the agreement, with the remaining 50% due following the fourth meeting.

Billing & Payment

Financial planning fees may be billed either in advance or in arrears, as selected in the executed client agreement. Clients are required to pay 50% of the financial planning fee upon signing the agreement, with the remaining 50% due following the fourth meeting.

- Fixed Fees: May be invoiced after signed agreement, with full amount coming due at delivery of financial plan and recommendations at the end of the fourth meeting.

Payments may be made by check, ACH, Credit Cards, or other ways as defined in agreement.

Refund Policy

If a fee is billed in advance and the engagement is terminated before completion, Seaside will refund any unearned portion of the fee based on the percentage of work completed. If a fee is billed in arrears, no refund applies because fees are collected only after services have been performed. The fee is due and is non-refundable at 25% for each meeting over 4 meetings. For example, if the client decides to not move forward with any more planning meetings after 1 meeting either 25% of the fee is still due, or 75% is refunded if they paid the invoice early.

Refund Schedule:
If Client requests termination and a refund the amount refunded the percentage of the total fee below:

After Meeting 1 → 25% earned / 75% refundable
After Meeting 2 → 50% earned / 50% refundable
After Meeting 3 → 75% earned / 25% refundable
After Meeting 4 → 100% earned / No refund

Due Diligence Consulting Services Fees

Seaside may charge due-diligence or research fees for evaluating private placements, real estate, alternatives, or specialized opportunities. These fees will be disclosed in writing and are fixed and agreed upon beforehand. In certain situations, Client may wish to engage the Adviser to provide Due Diligence Consulting Services on an hourly basis rather than as part of a project. These services will be billed at a rate of $500.00 per hour with a minimum of five (5) hours which will be invoiced and payable at the completion of the service. Fees may be paid via check or electronic funds transfer (EFT).

Automatic Payment of Fee

The Client agrees to authorize the Custodian to pay directly to Seaside Wealth Advisors, LLC upon receipt of notice, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than monthly from the Client's Account, unless specifically instructed otherwise by the Client.

The Custodian will send to the Client a statement monthly of indicating all amounts disbursed from the Account, including the fee paid directly to Seaside Wealth Advisors, LLC. Seaside Wealth Advisors, LLC's access to the Assets of the Account will be limited to trading and the withdrawals authorized above. Additionally, Seaside Wealth Advisors, LLC will send to the Client an invoice reflecting the amount of the fee, the previous month average daily balance for the Client's Account on which the fee was based, and the specific manner in which the fee was calculated.

If you do not want us to charge your account for the fee, you may pay the fee directly to us. We will send you an invoice detailing the fee calculation. Fees are due in full 15 days after receiving the invoice.

ETF's AND MUTUAL FUNDS

Third-party Fees

Neither our fees nor those of the third-party money manager include brokerage commissions, transaction fees, and other related costs and expenses. You will incur certain charges imposed by custodians, third-party investment companies and other third parties. These include fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds, money market funds and exchange-traded funds (ETFs) also charge internal management fees, which are disclosed in the fund's prospectus. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Certain strategies offered by us may involve investment in mutual funds and/or ETFs. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as "12(b)(1) fees." These 12(b)(1) fees come from fund assets, and thus indirectly from clients' assets. We do not receive any compensation from these fees. All of these fees are in addition to the management fee you pay us. You should review all fees charged to fully understand the total amount of fees you will pay. Services similar to those offered by us may be available elsewhere for more or less than the amounts we charge. Our brokerage practices are discussed in more detail under **Item 12 – Brokerage Practices**.

Other Compensation

Our IARs may recommend and sell life, disability, health, and long-term care insurance and will receive the usual and customary commissions in addition to any agreed upon advisory fee.

While our IARs endeavor at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving additional compensation creates a conflict of interest and may affect our IARs' judgment when making recommendations. We require that all IARs disclose this conflict of interest when such recommendations are made. Also, we require IARs to disclose that Clients may purchase recommended securities from other representatives not affiliated with us.

Item 6 – Performance Based Fee and Side by Side Management

We manage accounts that are billed on performance-based fees (a share of capital gains on or capital appreciation of the assets of a client) as well as accounts that are NOT billed on performance-based fees. Managing both kinds of accounts at the same time presents a conflict of interest because our firm and its supervised persons have an incentive to favor accounts for which our firm and its supervised persons receive a performance-based fee. We address the conflicts by ensuring that clients are not systematically advantaged or disadvantaged due to the presence or absence of performance-based fees. We seek best execution and upholds its fiduciary duty for all clients. Clients that are paying a performance-based fee should be aware that investment advisers have an incentive to invest in riskier investments when paid a performance-based fee due to the higher risk/higher reward attributes.

Item 7 – Types of Client(s)

We provide investment advisory services to individuals, high net worth individuals and small business owners and do not require a minimum opening account balance.

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

Methods of Analysis

We use Modern Portfolio Theory and Target Asset allocation as part of our overall investment management discipline; the implementation of these analyses as part of our investment advisory services to you may include any, all or a combination of the following:

Modern Portfolio Theory (MPT)

We use Modern Portfolio Theory to help select the funds and investments we use in your account.

Modern portfolio theory tries to understand the market as a whole, rather than looking for what makes each investment opportunity unique. Investments are described statistically, in terms of their expected long-term return rate and their expected short-term volatility. The volatility is equated with "risk," measuring how much worse than average an investment's bad years are likely to be. The end goal is to identify your acceptable level of risk tolerance, and then to find a portfolio with the maximum expected return for that level of risk.

Targeted Asset Allocation

Eight targeted asset allocation model portfolios covering everything from conservative income to very aggressive growth-oriented approaches have been compiled by us. They are as follows:

- Conservative Income – 20% equities/80% fixed income

- Balanced – 50% equities/50% fixed income
- Growth – 80% equities/20% fixed income
- Aggressive Growth – 95% equities/ 5% fixed income
- Qualified Conservative Income – 20% equities/80% fixed income
- Qualified Balanced – 50% equities/50% fixed income
- Qualified Growth – 80% equities/20% fixed income
- Qualified Aggressive Growth – 95% equities/ 5% fixed income

We will assign you a targeted portfolio that meets your goals and time horizon while addressing the level of risk you are comfortable assuming. The strategic model portfolio allocation remains constant; your specific portfolio model may change infrequently to reflect shifts in your risk tolerance and goals. We screen and select funds and securities to be added to or removed from the model portfolio on a regular basis. Rebalancing can occur after a move in the market of 15% or more within any year but at least once per year based on the annual review of your financial situation.

Investment Strategies

In order to perform this analysis, we use many resources, such as:

- Morningstar
- Financial newspapers and magazines (e.g. Wall Street Journal, Forbes, etc.)
- Annual reports, prospectuses, filings
- Company press releases and websites

The investment strategies we use to implement any investment advice given to you include, but are not limited to:

- Long-term purchases -securities held at least a year
- Short-term purchases - securities sold within a year
- Option writing including covered options

Risk of Loss

We cannot guarantee our analysis methods will yield a return. In fact, a loss of principal is always a risk. Investing in securities involves a risk of loss that you should be prepared to bear. You need to understand that investment decisions made for your account by us are subject to various market, currency, economic, political and business risks. The investment decisions we make for you will not always be profitable nor can we guarantee any level of performance.

A list of the risks associated with the strategies, products and methodology we offer are listed below:

Bond Fund Risk

Bond funds generally have higher risks than money market funds, largely because they typically pursue strategies aimed at producing higher yields of the risks associated with bond funds include:

- Call Risk - The possibility that falling interest rates will cause a bond issuer to redeem—or call—its high-yielding bond before the bond's maturity date.
- Credit Risk — the possibility that companies or other issuers whose bonds are owned by the fund may fail to pay their debts (including the debt owed to holders of their bonds). Credit risk is less of a factor for bond funds that invest in insured bonds or U.S. Treasury bonds. By contrast, those that invest in the bonds of companies with poor credit ratings generally will be subject to higher risk.
- Interest Rate Risk — the risk that the market value of the bonds will go down when interest rates go up. Because of this, you can lose money in any bond fund, including those that invest only in insured bonds or Treasury bonds.
- Prepayment Risk — the chance that a bond will be paid off early. For example, if interest rates fall, a bond issuer may decide to pay off (or "retire") its debt and issue new bonds that pay a lower rate. When this happens, the fund may not be able to reinvest the proceeds in an investment with as high a return or yield.

Fundamental Analysis Risk

Fundamental analysis, when used in isolation, has a number of risks:

- There are an infinite number of factors that can affect the earnings of a company, and its stock price, over time. These can include economic, political and social factors, in addition to the various company statistics.
- The data used may be out of date.
- It is difficult to give appropriate weightings to the factors.
- It assumes that the analyst is competent.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God and so on.

Modern Portfolio Theory (MPT) Risk

Modern Portfolio Theory tries to understand the market as a whole and measure market risk in an attempt to reduce the inherent risks of investing in the market. However, with every financial investment strategy there is a risk of a loss of principal. Not every investment decision will be profitable, and there can be no guarantee of any level of performance.

Option Writing Risk

As appropriate, the Firm will utilize options in its clients' portfolios primarily as a hedging strategy by writing covered calls. The primary risk in call option writing is that the underlying security could be "called away" if the price of the security increases dramatically above the strike price of the option.

Long Term Purchases Risk

Long term purchases of both equities and fixed income securities, which are classified as generally holding securities longer than one year, are subject to varying degrees to the following risks:

- Country Risk - The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- Income Risk - The possibility that a fixed-income securities' interest payments will decline as a result of falling overall interest rates.
- Industry Risk - The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- Inflation Risk - The possibility that increases in the cost of living will reduce or eliminate a fund's real inflation-adjusted returns.
- Market Risk -The possibility that stock or bond prices overall will decline over extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk -The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Short Term Purchases Risk

- Country Risk - The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- Income Risk - The possibility that a fixed-income securities value will decline as a result of falling overall interest rates.
- Industry Risk - The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- Market Risk -The possibility that stock or bond prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk -The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Exchange Traded Fund ("ETF") Risk

Most ETFs are passively managed investment companies whose shares are purchased and sold on a securities exchange. An ETF represents a portfolio of securities designed to track a particular market segment or index. ETFs are subject to the following risks that do not apply to conventional funds:

- The market price of the ETF's shares may trade at a premium or a discount to their net asset value.
- An active trading market for an ETF's shares may not develop or be maintained.
- There is no assurance that the requirements of the exchange necessary to maintain the listing of an ETF will continue to be met or remain unchanged.

Fixed Income Risk/Bond Risk

Fixed income securities generally have higher yields and risks than money market funds and other cash equivalents largely because they face the following risks:

- Call Risk - The possibility that falling interest rates will cause a bond issuer to redeem—or call—its high-yielding bond before the bond's maturity date.

- Credit Risk — the possibility that companies or other issuers may fail to pay their debts including the debt owed to holders of their bonds. Credit risk is a factor for fixed income securities issued by corporations or municipalities but not as much for U.S. Treasury bonds. Fixed income issued by companies with poor credit ratings generally will be subject to higher risk.

- Interest Rate Risk — the risk that the market value of the bonds will go down when interest rates go up. Because of this, you can lose money on any fixed income securities, including those issued by local governments and the U.S. Government.

- Prepayment Risk — the chance that a bond will be paid off early. For example, if interest rates fall, a bond issuer may decide to pay off (or "retire") its debt and issue new bonds that pay a lower rate. When this happens, the investor may not be able to reinvest the proceeds in an investment with as high a return or yield.

Insurance Product Risk

The rate of return on variable insurance products is not stable, but varies with the stock, bond and money market subaccounts that you choose as investment options. There is no guarantee that you will earn any return on your investment and there is a risk that you will lose money. Before you consider purchasing a variable product, make sure you fully understand all of its terms. Carefully read the prospectus. Some of the major risks include:

- Liquidity and Early Withdrawal Risk – There may be a surrender charges for withdrawals within a specified period, which can be as long as six to eight years. Any withdrawals before a client reaches the age of 59 ½ are generally subject to a 10 percent income tax penalty in addition to any gain being taxed as ordinary income.
- Sales and Surrender Charges – Asset-based sales charges or surrender charges. These charges normally decline and eventually are eliminated the longer you hold your shares. For example, a surrender charge could start at 7 percent in the first year and decline by 1 percent per year until it reaches zero.
- Fees and Expenses – There are a variety of fees and expenses which can reach 2% and more such as:
    - Mortality and expense risk charges
    - Administrative fees
    - Underlying fund expenses
    - Charges for any special features or riders.

- Bonus Credits – Some products offer bonus credits that can add a specified percentage to the amount invested ranging from 1 percent to 5 percent for each premium payment. Bonus credits, however, are usually not free. In order to fund them, insurance companies typically impose high mortality and expense charges and lengthy surrender charge periods.
- Guarantees – Insurance companies provide a number of specific guarantees. For example, they may guarantee a death benefit or an annuity payout option that can provide income for life. These guarantees are only as good as the insurance company that gives them.
- Market Risk – The possibility that stock fund or bond fund prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk – The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Mutual Fund Risk

The following is a list of some general risks associated with investing in mutual funds.

- Country Risk - The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- Currency Risk -The possibility that returns could be reduced for Americans investing in foreign securities because of a rise in the value of the U.S. dollar against foreign currencies. Also called exchange-rate risk.
- Income Risk - The possibility that a fixed-income fund's dividends will decline as a result of falling overall interest rates.
- Industry Risk - The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- Inflation Risk - The possibility that increases in the cost of living will reduce or eliminate a fund's real inflation-adjusted returns.
- Manager Risk -The possibility that an actively managed mutual fund's investment adviser will fail to execute the fund's investment strategy effectively resulting in the failure of stated objectives.
- Market Risk -The possibility that stock fund or bond fund prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk -The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Stock Fund Risk

Overall "market risk" poses the greatest potential danger for investors in stocks funds. Stock prices can fluctuate for a broad range of reasons, such as the overall strength of the economy or demand for particular products or services.

Overall Risks

- Clients need to remember that past performance is no guarantee of future results. All funds and securities carry some level of risk. You may lose some or all of the money you invest, including your principal, because the securities held by a fund goes up and down in value. Dividend or interest payments may also fluctuate, or stop completely, as market conditions change.

- Before you invest, be sure to read a fund's prospectus and shareholder reports to learn about its investment strategy and the potential risks. Funds with higher rates of return may take risks that are beyond your comfort level and are inconsistent with your financial goals.

- While past performance does not necessarily predict future returns, it can tell you how volatile (or stable) a fund or security has been over a period of time. Generally, the more volatile, the higher the investment risk. If you'll need your money to meet a financial goal in the near-term, you probably can't afford the risk of investing in a fund with a volatile history because you will not have enough time to ride out any declines in the stock market.

Alternative Investment Risk

Investing in alternative investments is speculative, not suitable for all clients, and intended for experienced and sophisticated investors who are willing to bear the high economic risks of the investment, which can include:

- Loss of all or a substantial portion of the investment due to leveraging, short-selling or other speculative investment practices
- Lack of liquidity in that there may be no secondary market for the fund and none expected to develop
- Volatility of returns
- Absence of information regarding valuations and pricing
- Delays in tax reporting
- Less regulation and higher fees than mutual funds.

Real Estate Investment Risk

An investment in real estate is subject to various additional risks. These risks may relate to expenses being higher than expected, cash flow being less than expected, or both. If the cash flow is insufficient to pay all expenses, the investment could suffer losses. Mortgage financing or other debt can increase these risks and result in an investment being lost through foreclosure. Adverse changes in local, regional, national, and international economic conditions can negatively affect real estate values. For example, high unemployment rates, declining population rates, and tenant bankruptcies can adversely impact real estate income. Similarly, high real estate taxes, insurance costs, increases in interest rates, high fuel, and heating costs due to rising energy prices result in higher operating costs. Other risks include zoning laws and other government rules and fiscal policies and changes in such laws, rules, and policies; environmental claims; environmental changes due to global warming or otherwise and uninsured losses and other risks that are beyond the control of the Firm or its clients.

Leverage Risks

The purchase price of each investment is expected to be partially financed. The degree of leverage could have important consequences to the client, including by limiting the ability of the property to obtain additional financing in the future for working capital, capital expenditures, acquisitions, or other general purposes and making the investment vulnerable to a downturn in business or the economy generally.

Loan Default Risks

The mortgage loan documents for a property will generally contain binding covenants, such as requirements relating to the maintenance of the property securing the debt, restrictions on pledging and creating other liens on the property, restrictions on incurring additional indebtedness and restrictions on transactions with affiliates. Failure to make timely payments of principal and interest on mortgage loans or to observe these loan covenants could result in the declaration of a default by the lender. The consequences of a declaration of default include foreclosure of the mortgage, resulting in loss of both the property and the income it produces, the incurrence of substantial legal costs, the imposition of a deficiency judgment if the foreclosure sale does not result in proceeds sufficient to satisfy the mortgage, and potential adverse tax consequences to the Investors. A default under one loan could result in default under other loans.

Risks Specific to SCP Development High-Yield Fund LLC and the SCP Income Fund LLC

The investment programs of these Funds are speculative and entail substantial risks. There can be no assurance that the investment objective of the Funds will be achieved and that investors will not incur losses. Moreover, an investment in the Funds provides limited liquidity since the Interests are not freely transferable and the Members will have no redemption rights. All investments risk a total loss of capital. The foregoing list of certain risk factors does not purport to be a complete enumeration or explanation of the risks involved in the Fund.

Item 9 – Disciplinary Information

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management.

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Seaside Wealth Advisors, LLC or the integrity of Seaside Wealth Advisors, LLC’s management.

Criminal or Civil Action

Neither Seaside Wealth Advisors, LLC, nor any of its management persons, has had any administrative proceedings before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority.

Administrative Procedure

Neither Seaside Wealth Advisors, LLC, nor any of its management persons, has had any administrative proceedings before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority.

Self-Regulatory Organization

Neither Seaside Wealth Advisors, LLC, nor any of its management persons, has had any proceedings before any self-regulatory organizations.

Item 10 – Other Financial Industry Activities and Affiliations

Registration as a Broker/Dealer or Broker/Dealer Representative

Neither Seaside Wealth Advisors, LLC nor any of its management persons are registered as a broker-dealer or registered as a representative of a broker-dealer, nor does it have any pending application to register. In addition, neither Seaside Wealth Advisors, LLC nor its management persons are affiliated with any broker-dealer.

Registration as a Futures Commission Merchant, Commodity Pool Operator or a Commodity Trading Adviser

Neither Seaside Wealth Advisors, LLC nor its Management persons are registered as a Futures Commission Merchant, Commodity Pool Operator or a Commodity Trading Adviser.

Registration Relationships Material to This Advisory Business and Conflicts of Interest

All of our IARs are licensed insurance agents and may recommend and sell life, disability, health, and long-term care insurance and will receive the usual and customary commissions in addition to any agreed upon advisory fee. When such recommendations or sales are made, a conflict of interest exists as the insurance licensed IARs earn insurance commissions for the sale of those products, which may create an incentive to recommend such products. We require that all IARs disclose this conflict of interest when such recommendations are made. Also, we require IARs to disclose that clients may purchase recommended insurance products from other insurance agents not affiliated with us.

Mr. Tyndall is a 100% owner of Seaside Capital Partners, LLC, (SCP), that serves as the General Partner, Sponsor and Manager of the SCP High Yield Fund, LLC, ("Fund") and the SCP Income Fund LLC ("Income Fund"). SCP provides loans and funding for real estate projects. Advisory clients of Seaside Wealth may be solicited to invest in the Fund or the Income Fund if it is deemed to be in the clients' best interest. Although no referral fees or fee sharing will be paid between Seaside Wealth and SCP, Mr. Tyndall as Member of SCP will receive economic benefit from the fees earned by SCP which creates a conflict of interest. The Firm mitigates this conflict by ensuring that the clients understand that Seaside Wealth and

SCP are separate entities and that even though the Funds are offered through SCP, Mr. Tyndall will still receive compensation if the client invests in the Fund. Further, the Firm will provide offering disclosure documents to the Clients to ensure they understand the nature and the risk of the Fund. We require that all IARs disclose this conflict of interest when such a referral is made. Mr. Tyndall's activities with SCP and the Funds account for 10% of his time.

The Firm also provides bookkeeping services and tax solutions for clients through Seaside Bookkeeping & Tax ("SBT"), a division of Seaside Wealth Advisors, LLC. Services include strategic business advice in addition to bookkeeping and other tax-related services for small business owners.

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

General Information

We have adopted a Code of Ethics for all IAR's of the firm describing its high standards of business conduct, and fiduciary duty to you, our client. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All of our IAR's must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Accounts

Our Compliance policies and procedures prohibit anyone associated with Seaside Wealth Advisors, LLC from having an interest in a client account or participating in the profits of a client's account without the approval of the CCO.

The following acts are prohibited:

- Employing any device, scheme or artifice to defraud
- Making any untrue statement of a material fact
- Omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading
- Engaging in any fraudulent or deceitful act, practice or course of business
- Engaging in any manipulative practices.

Clients and prospective clients may request a copy of the Adviser's Code of Ethics by contacting the CCO.

Personal Trading

We may recommend securities to you that we will purchase for our own accounts. We may trade securities in our account that we have recommended to you as long as we place our orders after your orders. This policy is meant to prevent us from benefiting as a result of transactions placed on behalf of advisory accounts.

Neither Seaside Wealth Advisors, LLC nor any of its related persons recommend securities (or other investment products) to advisory clients in which we or any related person has some other proprietary (ownership) interest, other than those mentioned above.

Certain affiliated accounts may trade in the same securities with your accounts on an aggregated basis when consistent with our obligation of best execution. When trades are aggregated, all parties will share the costs in proportion to their investment. We will retain records of the Order (specifying each participating account) and its allocation. Completed Orders will be allocated as specified in the initial trade order. Partially filled Orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

Seaside Wealth Advisors, LLC has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of "Access Persons". The policy requires that an Access Person of the firm provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Adviser selects; provided, however that at any time that the Adviser has only one Access Person, he or she shall not be required to submit any securities report described above.

We have established the following restrictions in order to ensure our fiduciary responsibilities regarding insider trading are met:

- No securities for our personal portfolio(s) shall be bought or sold where this decision is substantially derived, in whole or in part, from the role of IARs of Seaside Wealth Advisors, LLC, unless the information is also available to the investing public on reasonable inquiry. In no case, shall we put our own interests ahead of yours.

Privacy Statement

We are committed to safeguarding your confidential information and hold all personal information provided to us in the strictest confidence. These records include all personal information that we collect from you or receive from other firms in connection with any of the financial services they provide. We also require other firms with whom we deal to restrict the use of your information. Our Privacy Policy is available upon request.

Conflicts of Interest

Seaside Wealth Advisors, LLC's IARs may employ the same strategy for their personal investment accounts as it does for its clients. However, IARs may not place their orders in a way to benefit from the purchase or sale of a security.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interests of all the accounts we advise.

Item 12 – Brokerage Practices

Factors Used to Select Custodians

In recommending a custodian/broker-dealer, we look for a company that offers relatively low transaction fees, access to desired securities, trading platforms, and support services. We require clients use Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services as the qualified custodian for their accounts when utilizing our asset management services.

Soft Dollars

Interactive Brokers and other third-party managers may provide us with certain brokerage and research products and services that qualify as "brokerage or research services" under the rules. These research products and/or services will assist the Adviser in its investment decision-making process. Such research generally will be used to service all of the Adviser's clients, but brokerage commissions paid by the client may be used to pay for research that is not used in managing the client's account. The account may pay to a broker-dealer a commission greater than another qualified broker-dealer might charge to affect the same transaction where the Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Because soft dollar benefits could be considered to provide a benefit to the adviser that might cause the client to pay more than the lowest available commission without receiving the most benefit, they are considered a conflict of interest in recommending or directing custodial and third-party managerial services. Seaside Wealth Advisors, LLC mitigates these conflicts of interest through strong oversight of soft-dollar arrangements by the Chief Compliance Officer, in order to ensure the soft dollar benefits serve the best interests of the client.

There may other benefits from recommending Interactive Brokers or other third-party managers such as software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

Other services may include, but are not limited to, performance reporting, financial planning, contact management systems, third-party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third-party service providers who provide a wide array of business-related services and technology with whom Seaside Wealth Advisors, LLC may contract directly. Seaside Wealth Advisors, LLC may receive seminar expense reimbursements from product sponsors which may be based on the sales of products to their clients.

Soft dollar benefits may be proportionally allocated to any accounts that may generate different amounts of the soft dollar benefits.

The Custodian and Brokers We Use

Seaside Wealth Advisors, LLC does not maintain custody of your assets that we manage (although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15 Custody, below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We recommend that our clients use Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services , a FINRA-registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and not affiliated with Interactive Brokers nor Charles Schwab & Co., Inc. Advisor Services . Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services as custodian/broker, you will decide whether to do so and open your account with them by entering into an account agreement directly with them. We do not open the account for you. Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor. Even though your account is maintained at Interactive Brokers or Charles Schwab & Co., Inc. Advisor Services , we can still use other brokers to execute trades for your account, as described in the next paragraph.

How We Select Brokers/Custodians to Recommend

We seek to recommend a custodian/broker who will hold your assets and execute transactions on terms that are overall most advantageous when compared to other available providers and their services. We consider a wide range of factors, including, among others, these:

- combination of transaction execution services along with asset custody services (generally without a separate fee for custody)
- capability to execute, clear and settle trades (buy and sell securities for your account)
- capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- breadth of investment products made available (stocks, bonds, mutual funds, exchange traded funds (ETFs), etc.)
- availability of investment research and tools that assist us in making investment decisions
- quality of services
- competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate them
- reputation, financial strength and stability of the provider
- their prior service to us and our other clients
- availability of other products and services that benefit us.

Your Custody and Brokerage Costs

For our clients' accounts it maintains, Interactive Brokers generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Interactive Brokers account. In addition to commissions Interactive Brokers charges a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Interactive Brokers account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Interactive Brokers execute most trades for your account.

Products and Services Available to Us from Interactive Brokers

Interactive Brokers provides us and our clients with access to its institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Interactive Brokers retail customers. Interactive Brokers also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Interactive Brokers' support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Here is a more detailed description of Interactive Brokers' support services:

• Services that Benefit You. Interactive Brokers' services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Interactive Brokers include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Interactive Brokers' services described in this paragraph generally benefit you and your account.

• Services that May Not Directly Benefit You. Interactive Brokers also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Interactive Brokers' own and that of third parties. We may use this research to service all or some substantial number of our clients' accounts, including accounts not maintained at Interactive Brokers. In addition to investment research, Interactive Brokers also makes available software and other technology that:

o provides access to client account data (such as duplicate trade confirmations and account statements);

o facilitate trade execution and allocate aggregated trade orders for multiple client accounts;

o provide pricing and other market data;

o facilitate payment of our fees from our clients' accounts; and

o assist with back-office functions, recordkeeping and client reporting.

Services that Generally Benefit Only Us. Interactive Brokers also offers other services intended to help us manage and further develop our business enterprise. These services include:

○ educational conferences and events;

o technology, compliance, legal, and business consulting;

o publications and conferences on practice management and business succession; and

o access to employee benefits providers, human capital consultants and insurance providers.

Interactive Brokers may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Interactive Brokers may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Interactive Brokers may also provide us with other benefits such as occasional business entertainment of our personnel.

Our Interest in Interactive Brokers' Services

The availability of these services from Interactive Brokers benefits us because we do not have to produce or purchase them. We don't have to pay for Interactive Brokers' service. Beyond that, these services are not contingent upon us committing any specific amount of business to Interactive Brokers in trading commissions or assets in custody. We believe, however, that our selection of Interactive Brokers as custodian and broker is in the best interests of our clients. It is primarily supported by the scope, quality and price of Interactive Brokers' services (based on the factors discussed above – see "How We Select Brokers/Custodians to Recommend") and not Interactive Brokers' services that benefit only us.

Best Execution

We have an obligation to seek best execution for you. In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, reputation and responsiveness. Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for account transactions.

Brokerage for Client Referrals

In selecting and/or recommending broker-dealers, we do not take into consideration whether or not we will receive client referrals from the broker-dealer or third-party.

Directed Brokerage

We do not permit directed brokerage. We will require you to use the custodian of our choosing as the custodial firm.

Trading

Transactions for each client account generally will be affected independently unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among our clients' differences in prices and commission or other transaction costs. Under this procedure, transactions will be price-averaged and allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given day.

Item 13 – Review of Accounts

Reviews

Discretionary Portfolio Services

Reviews are conducted at least annually or as agreed to by us. Reviews will be conducted by our Chief Compliance Officer, Allison Kramer. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, we will monitor changes and shifts in the economy, changes to the management and structure of a mutual fund or company in which client assets are invested, and market shifts and corrections.

Reports

We do not provide any additional statements to clients; the only statements clients will receive are those provided by the custodian(s).

Item 14 – Client Referrals and Other Compensation

We do not receive any economic benefit from someone who is not a client for providing investment advice or other advisory services to our clients nor do we directly or indirectly pay any compensation to another person if they refer clients to us.

As stated under Item 12, Interactive Brokers will provide us with certain brokerage and research products and services that qualify as “brokerage or research services” under the rules. There may other benefits from recommending Interactive Brokers such as software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

We receive an economic benefit from Interactive Brokers in the form of the support products and services it makes available to us and other independent investment advisers that have their clients maintain accounts at Interactive Brokers. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices). The availability to us of Interactive Brokers’ products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

Charles Schwab & Co., Inc. Advisor Services provides us with access to Charles Schwab & Co., Inc. Advisor Services’ institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least $10 million of the adviser’s clients’ assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For our client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

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

Item 15 – Custody

Seaside does not maintain physical custody of client funds or securities. However, a firm may be deemed to have custody under SEC rules if certain conditions exist.

Because Seaside may refer retail clients to private investment funds for which Allen Tyndall, owner of Seaside, serves as General Partner/Managing Member, Seaside may be deemed to have constructive custody if:

- Seaside assists clients in transferring funds directly to the Fund,

- Seaside has authority to debit fees from Fund accounts, or

- Seaside or its personnel are affiliated with the Fund manager in a manner triggering custody.

To mitigate this:

- All Fund subscriptions occur directly between client and Fund.

- Seaside does not have authority to withdraw client funds.

- Seaside does not act as trustee, GP, or manager for any client assets.

- Funds employ an independent qualified custodian and independent fund administrator.

- Clients receive statements directly from the custodian or administrator.

If future activity causes Seaside to meet the definition of custody, the firm will update this ADV and comply with all custody requirements.

Typographical & Clarity Improvements

Seaside has updated the ADV to correct prior clarity, formatting, and grammatical issues to improve consistency and readability without altering substantive policies

Item 16 – Investment Discretion

We manage assets on a discretionary basis. When you provide discretion authority, which will be evidenced via the written, discretionary agreement between the client and the Adviser, we will have the authority to determine the following without your consent:

- Securities to be bought or sold for your account.
- Amount of securities to be bought or sold for your account.

In all cases, this discretion is exercised in a manner consistent with your stated investment objectives for your account and in accordance with any restrictions placed on the account(s). When active asset management services are provided on a discretionary basis the client will enter into a separate custodial agreement with the custodian. The custodian agreement will include a limited power of attorney to trade in the client's account(s) which authorizes the custodian to take instructions from us regarding all investment decisions for your account.

If you do not give us the authority to manage your account on a discretionary basis then we will be unable to manage your account.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, we do not have any authority to and do not vote proxies on behalf of advisory clients. You retain the responsibility for receiving and voting proxies for any and all securities maintained in your portfolios. We may provide advice to you regarding your voting of proxies. The custodian will forward you copies of all proxies and shareholder communications relating to your account assets.

Item 18 – Financial Information

We are required to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that would impair our ability to meet any contractual and fiduciary commitments to you, our client. We have not been the subject of any bankruptcy proceedings. In no event shall we charge advisory fees that are both in excess of one thousand two hundred dollars ($1,200.00) and more than six months in advance of advisory services rendered.