



## TURNING POINT FINANCIAL

### Form ADV Part 2A

### Cover Page

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Date: February 14, 2014

Disclaimer: This brochure provides information about the qualifications and business practices of Turning Point Financial. If you have any questions about the contents of this brochure, please contact us at 866-983-4222 and/or [info@turning-point.us](mailto:info@turning-point.us). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration with a state or the SEC does not imply a certain level of skill or training.

Additional information about Turning Point Financial also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

You may also contact the Securities Division of the North Carolina Secretary of State at 1-800-688-4507. Provide them with our firm CRD number: 138008.

## **Item 2 Material Changes**

We have not had any material changes since our last annual update.

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## Item 4 Advisory Business

### A. Summary

Turning Point Financial (also hereafter referred to as TPF) is a corporation registered with the State of North Carolina in October 2005. TPF's investment advisory services are primarily limited to the discretionary management of investment portfolios for individuals, investment companies, pension and profit sharing plans, trusts, and corporate and business entities. The principal owner of TPF Mark Kenison. Mark Kenison began his career in the financial services industry in 1995 with Fidelity Investments.

### B. Advisory Services

#### Investment Management Services

In the event the client determines to engage TPF to provide investment management services, TPF shall implement an asset allocation program, consistent with the client's investment objective and in accordance with TPF's objective to protect client assets and ensure long-term, multigenerational growth. TPF strives to adhere to industry best practices and to maximize risk adjusted returns. All accounts are managed on a *fee* basis.

TPF shall generally allocate the investment management assets of its clients, on a discretionary basis, among various mutual funds, exchange traded funds, and separate account managers. In addition, portfolios may be constructed consisting of individual equities, corporate and government bonds, sector funds, or sub-accounts within variable annuities or cash value life insurance products the client owns.

### C. Portfolio Construction

The investment advice provided is consistent for all clients of TPF. Portfolios are custom tailored to meet the needs and investment objectives of the client. Smaller sized accounts may have slightly different holdings than larger sized accounts in order to limit trading costs for the client. However, all accounts managed by TPF will hold mutual funds and/or ETF's that meet the screening criteria of the firm. Once the portfolio is constructed, TPF provides continuous supervision and re-optimization of the portfolio as changes in market conditions and client circumstances may require. Clients may impose restrictions on investing in certain securities or types of securities in consultation with TPF.

### D. Selection of Other Advisors

Through TPF's custodian, clients may elect to invest using separate account managers. In the event the client elects to invest through separate account managers, TPF's investment strategy remains the same as explained above. Portfolios are constructed based on the client's risk profile and objectives. Fees for separate account managers vary by custodian and are in addition to TPF's management fee.

E. TPF manages on a discretionary basis approximately \$25,000,000 of client assets as of February 14, 2014.

## Item 5 Fees and Compensation

Asset Amount	Maximum Annual Advisory Fee*
Less than \$250,000	2.00%
\$250,000 to \$500,000	1.75%
\$500,001 to \$999,999	1.25%
\$1 million +	1.00%

TPF's hourly fee is \$150 per hour. Hourly billing is billed at project completion.

TPF's annual maximum investment management fee, shown above, shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last day of the previous quarter. TPF's investment management fee shall be pro-rated through the date of termination, and the remaining balance (if any) shall be promptly refunded to the client. Further, TPF may not assess an advisory fee where the firm offers advisory services to employees of TPF or family members of related persons. Unless the client directs otherwise, all such investment management accounts will be maintained at various custodial/clearing firms. TPF's investment management fees shown above reflect the maximum fee that TPF charges. \*TPF reserves the right to charge Client's less than the stated maximum fee. .

A. TPF will deduct the annual investment management fee on a quarterly basis directly from client accounts. TPF will send each client an invoice of the quarterly fees at the same time that fees are deducted from client accounts. These fees will also show on the client's monthly statement from the custodian. TPF's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses that shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as 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.

B. TPF is a fee only investment advisor. No commissions or asset based sales charges are received from the purchase of mutual funds or individual securities in order to eliminate the potential for

conflict of interests. General Information on Advisory Services and Fees

The fee charged is calculated as described in the above schedule and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory Client.

All fees paid to TPF are separate and distinct from the fees and expenses charged by broker-dealer/custodians. Registrant fees are also separate and distinct from separate account management and custody.

TPF does not represent warranty or imply that the services or methods of analysis used can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to market corrections or crashes. Although TPF believes its advisory fees are competitive, lower fees for comparable services may or may not be obtained from other sources.

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

TPF does not currently have performance-based pricing or Side-by-side management.

## Item 7 - Types of Clients

Currently, TPF provides portfolio management services to individuals, corporate pension and profit sharing plans, and institutional investors. Account minimums are determined at the discretion of TPF, but

we typically do not go below \$250,000. TPF makes exceptions for clients referred to TPF where a Solicitation Agreement is in place. TPF reserves the right to accept clients with smaller portfolios based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, account composition, related accounts, and pre-existing clients. TPF may aggregate the portfolios of family members to meet the minimum portfolio size.

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

A. As discussed above in the response to Item 4, investment decisions for client accounts are based upon TPF's asset allocation programs and investment philosophy and for certain strategies in conjunction with research obtained by TPF from other investment professionals and/or investment advisers (see response to Item 10 on this Schedule F.)

Both TPF and those investment professionals from whom TPF obtains research use a variety of sources of information to make investment decisions including but not limited to: charts and performance data on funds, securities, markets and indices, economic reports, market reports, direct research, professional opinion and analysis. Both TPF and those investment professionals from whom TPF obtains research and, also use proprietary systems along with fundamental information to help in the selection of funds and other investments in each strategy. Many fundamental and technical tools are used to determine underlying strength in the market.

The sources of information TPF uses are provided in financial newspapers and various research reports, which are prepared by others relative to the funds being considered including information provided by the above referenced other investment professionals and TPF's own proprietary tools.

TPF's asset allocation strategies have been designated to comply with the requirements of Rule 3a-4 of the Investment Company Act of 1940. Rule 3a-4 provides similarly managed investment programs, such as TPF's dynamic asset allocation programs, with a non-exclusive safe harbor from the definition of an investment company. In accordance with Rule 3A-4, the following disclosure is applicable to TPF's management of client assets:

1. **Initial Interview** –at the opening of the account, TPF, through its designated representatives, shall obtain from the client information sufficient to determine the client's financial situation and investment objectives;

2. **Individual Treatment** – the client's account is managed on the basis of the client's financial situation and investment objectives;

3. **Quarterly Notice** –at least quarterly TPF shall notify the client to advise the TPF whether the client's financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restrictions on the management of his/her/its account;

4. **Annual Contact** –at least annually, TPF, through its designated representatives, shall contact the client to determine whether the client's financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restriction of the management of his/her/its account;

5. **Consultation Available** –TPF shall be reasonably available to consult with the client relative to the status of client's account;

6. **Monthly Statement** –the client shall be provided with a monthly statement containing a description of all activity in the client's account during the preceding period;

7. **Ability to Impose Restrictions** –the client shall have the ability to impose reasonable restrictions on the management of his/her/its account, including the ability to instruct TPF not to purchase certain mutual funds;

8. **No Pooling** – the client's beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the client's account;

9. **Separate Account** –a separate account is maintained for the client with the Custodian; and

10. **Ownership** –each client retains indicia of ownership of the account (e.g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations)

The mutual funds (and other funds) in which TPF may invest client funds are likely to have a differing degree of risk associated therewith. None of the investments in these funds are “risk-free”, and certain funds, particularly funds which invest in futures contracts, stock index futures contracts, options on stock index futures contracts, and options on securities and stock indices, have a substantial amount of risk associated therewith. The client should be prepared in any investment strategy to bear the risk appropriate for that strategy. This will be discussed with the client prior to opening the account, as part of a suitability questionnaire, as well as on an ongoing basis during the account relationship.

B. TPF trades in mostly traditional asset classes with commensurate risk. No unusual strategies are employed that contain a high degree of risk. In general, TPF adheres to an efficient market theory, a well-known and accepted investment practice which implies, in part, designing and implementing an asset allocation that meets the client’s needs from the outset and it meant to be held overtime. Trading using this approach is also less frequent as are transaction costs and short –term tax implications. TPF will, depending on the client’s risk and return objectives and the investment strategy employed, designate a portion of the portfolio as flexible and use this portion to help mitigate risk by holding cash, fixed-income securities or other asset classes. This portion of the portfolio may trade more frequently and have increased brokerage transaction fees and short-term holding periods.

C. As mentioned above, TPF primarily recommends traditional asset classes. Where non-traditional asset classes are recommended, TPF will disclose the risk associated with these asset classes which may include illiquidity, credit risk, foreign exchange risk, sector risk, manager risk or other risks. TPF’s investment approach is to focus on the risk for each investment and does so by monitoring such indicators as Sharpe ratio (a measure of risk adjusted return), downside volatility, portfolio or sector concentration and other measures. TPF explains these factors to the client in the course of implanting the investment strategy.

D. TPF does not recommend margin. To the extent that a client authorizes the use of margin, and margin is thereafter employed by TPF in the management of the client’s investment portfolio, the market value of the client’s account and corresponding fee payable by the client to TPF will be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client’s decision to employ margin shall correspondingly increase the management fee payable to TPF. Accordingly, the decision as to whether to employ margin is left totally to the discretion of the client. To the extent applicable, clients are advised that the use of margin in a retirement account could subject the account to unrelated business income tax, and that they should discuss the issue with their tax advisors.

Certain mutual funds and/or variable annuity products, which comprise the client’s account may have been purchased by the client, prior to and independent of client’s engagement of TPF, through an NASD broker-dealer, for which product sales the client may have paid a commission. TPF’s investment management fee is exclusive of, and in addition to, any such commission charges.

In computing the market value of mutual fund shares (or other assets) held in the client’s account, the shares will be valued by the custodian, mutual fund company, or broker-dealer holding such shares. The management fee shall be pro-rated and paid quarterly, in advance, based upon the market value of the assets, which comprise the client’s account at the beginning of each billing quarter or portion thereof. In the event a withdrawal of funds takes place during a billing quarter, a pro-rated refund will be issued to the account. If additional funds are added, TPF will be entitled to an additional pro-rated fee with respect to such funds.

Certain investment opportunities that become available to TPF’s clients may belimited. In order to meet its fiduciary duties to all of its clients, TPF will endeavor to allocate investment opportunities among all clients on a fair and equitable basis. However, except as otherwise provided by federal or state

securities laws, TPF shall not be liable for the adverse decision by a mutual fund or insurance company to unilaterally restrict and/or prohibit trading activities.

TPF's clients are advised to promptly notify TPF if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon TPF's management services.

**Trade Errors:** TPF places all account trades electronically or telephonically. TPF assumes responsibility for any account losses for trading errors directly resulting from TPF's failure to follow TPF's trading procedures or from a lapse in TPF's internal communications. In such instances, the account(s) will be compensated for any such corresponding losses. However, the client acknowledges that TPF cannot and will not be responsible for account errors and/or losses that occur where TPF has used its best efforts (without direct failure on the part of TPF to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the account not being traded at the same time or at the same price as others, and such occurrence is not a result of TPF's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which TPF is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. TPF has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The client further acknowledges that TPF cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by the TPF. Finally, Registrant cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund asset allocation programs.

Neither TPF nor the client may assign the *Investment Advisory Agreement* without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of the TPF shall not be considered an assignment.

A copy of the written disclosure statement for the TPF, as set forth on Part 2 of Form ADV, shall be provided to each client prior to, or contemporaneously with, the execution of the *Financial Planning Agreement* or *Investment Management Agreement*. Any client who has not received a copy of TPF's written disclosure statement at least forty-eight (48) hours prior to executing the *Financial Planning Agreement* or *Investment Management Agreement* shall have five (5) business days subsequent to executing the agreement to terminate TPF's services without penalty.

In performing its services, TPF shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. The client is free to accept or reject any recommendation made by the TPF. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the TPF if there is ever any change in his/her/its financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon TPF's management services.

**Risk of owning equities:** Equities represent ownership in a public company. Market risk – broad corrections in the overall market can affect the value of any stock we may buy for your account. Company risk – a stock's price can decline due to changes in the company's underlying fundamentals. If a company's growth slows or profit margin declines, then the stock price may also decline. If a prominent company leader such as the CEO, CFO or President resigns or are fired from the company, the stock price could decline. Merger risk – in the event that a company is bought out by another company, the acquiring company may not be as desirable by the overall market. This could cause the stock's price to decline. Dividend risk – The dividends that a stock pays can be reduced or eliminated by a company at any time. A change in a stock's dividend could cause the stock's price to decline.

## Item 9 - 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 Turning Point Financial or the integrity of TPF's management. Neither Mark Kenison nor TPF have ever had any disciplinary actions including but not limited to criminal or civil actions, administrative proceedings before the SEC or any other federal or state regulatory agency or self-regulatory organization.

## Item 10 - Other Financial Industry Activities and Affiliations

A. TPF is a registered investment advisor. The firm is not a broker-dealer, or a registered representative of a broker-dealer. Registration with a state or the SEC does not imply a certain level of training. No TPF management persons are registered representatives or registered as broker/dealers.

B. Neither TPF nor any of its management persons are registered futures commission merchant, commodity pool operator, commodity trading adviser, or an associated person of the foregoing entities.

C. Other Affiliations

Mr. Kenison is a licensed insurance agent and is contracted with various insurance companies. If Mr. Kenison were to sell an insurance product to a client a conflict of interest would exist due to Mr. Kenison being an insurance agent and receiving a commission for the sale of that product. Mr. Kenison is currently a part owner of Summit Global Investments, a registered investment advisor firm. Summit Global Investments is the portfolio manager of the Summit Global Investments US Low Volatility Equity Fund, symbol SILVX. If Mr. Kenison buys this fund for a client portfolio a conflict of interest exists because he is a part owner of that company. Mr. Kenison does not receive any compensation from Summit Global Investments that is related to his clients assets that are invested in that fund.

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

Code of Ethics

A. Turning Point Financial has developed a Code of Ethics Policy based on the principle that all employees of the company and certain other persons have a fiduciary duty to place the interest of clients ahead of their own and TPF's. The Code of Ethics applies to all employees, directors, officers, partners or members of the Company who agree to avoid activities, interests and relationships that might interfere with making decisions in the best interests of TPF's Advisory Clients. The Code of Ethics covers such areas as fiduciary duty, confidentiality, gifts, reporting, record keeping and personal securities trading. TPF requires annual certification of compliance with the company's Code of Ethics. The Code of Ethics is available to all clients upon request.

B. TPF does not recommend securities in which they have a material financial interest.

C. Participation or Interest in Client Transactions.

TPF, or advisory representatives of the firm, may buy or sell –for their personal account(s) – investment products identical to those recommended to clients according to the Firm Policy detailed below. These investment products are widely held and publicly traded. It is TPF's expressed policy that no person employed by it shall effect for himself or herself or for his or her immediate family (i.e. spouse, minor child) (collectively "associated persons") any transactions in a security which is being actively purchased

or sold, or is being considered for purchase or sale, on behalf of any of TPF's clients, unless in accordance with the following Firm Policy procedures.

#### Firm Policy

In order to implement TPF's investment policy, the following procedures have been put into place with respect to TPF and its associated persons:

1. If TPF is purchasing or considering for purchase any security on behalf of TPF's client, no associated persons may transact in that security prior to the client purchase having been completed by TPF, or until a decision has been made not to purchase the security on behalf of the client; and
2. If TPF is selling or considering the sale of any security on behalf of TPF's client, no associated person may transact in that security prior to the sale on behalf of the client having been completed by TPF, or until a decision has been made not to sell the security on behalf of the client.

#### Exceptions

1. This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of TPF's clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the markets of the securities. Under certain circumstances exceptions may be made to the policies stated above. Records in these trades, including reasons for the exceptions, will be maintained with TPF's records in the manner set forth above. Should this type of trading occur, a conflict of interest may exist depending upon the price at which these trades are either purchased or sold.

2. It is further noted that TPF's investment advisory business is in and shall continue to be conducted in compliance with The Insider Trading and Securities Fraud Enforcement Act of 1988. Specifically, TPF has adopted a firm wide policy statement outlining insider-trading compliance by the firm, and the associated persons and other employees.

Example: There could be a potential conflict of interest if an employee of TPF knew that TPF was going to be buying a particular security in a large quantity and prior to that happening, the employee bought the same security for himself or herself in their own account. After that, if TPF bought that same security in large share amounts, the stock price could be affected which would benefit the employee unfairly. This is why we would only allow this to happen if the size of the TPF trade was going to be small enough that the stock price would not be affected by the trades. Should this type of trading occur, a conflict of interest would exist depending upon the price at which these trades are either purchased or sold.

D. TPF will disclose to a client in writing before entering into or renewing an advisory agreement with that client any material conflict of interest relating to the adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice including:

- (1) Compensation arrangements connected with advisory services to clients which are in addition to compensation from such clients for such services; and
- (2) Charging a client an advisory fee for rendering advice without disclosing that a commission for executing securities transactions pursuant to such advice will be received by the adviser, its representatives or its employees, or that such advisory fee is being reduced by the amount of the commission earned by the adviser, its representatives or employees for the sale of securities to the client.

## Item 12 - Brokerage Practices

### Investment or Brokerage Discretion

A. TPF manages client's accounts on a fully discretionary basis. TPF may utilize its discretionary authority to determine: the securities to be bought or sold and the amount of the securities to be bought or sold. However, these purchases may be subject to specified investment objectives and guidelines. For example, a Client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio. To the extent applicable, custodians and/or broker-dealers generally charge transaction fees and/or commissions for effecting certain securities transactions. TPF does not receive any free research, client referrals, or any other form of soft dollar benefits for placing client accounts with any particular broker/dealer.

With respect to mutual funds, TPF has discretionary authority to recommend particular broker/dealers and custodians. The commission fees charged by the broker-dealer/custodian firms where a client account is held may be higher or lower than those charged by other broker-dealer/custodians. TPF will not receive any portion of the brokerage commissions and/or transactions fees charged to *fee-only* clients. Securities transactions through broker-dealers/custodians and the brokerage commissions and/or transaction fees or from designated broker-dealer/custodians directed by clients of TPF are exclusive of, and in addition to, TPF's investment management fee. Although the commissions paid by TPF's clients shall comply with TPF's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker dealer might charge to effect the same transaction.

TPF will always work with a client's broker/dealer to negotiate competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions.

B. TPF will aggregate the purchase and/or sale of securities for various client accounts when it has the opportunity to do so and where it is cost effective to do so. This will ensure that all accounts receive the same execution prices on trades of the same security.

## Item 13 - Review of Accounts

A. TPF periodically reviews all client accounts. All accounts are reviewed by Mark Kenison who is the portfolio manager, usually on a daily basis but at least monthly and quarterly.

B. Investors in the mutual fund receive their monthly account statements directly from their respective custodians. TPF will not be providing any additional reporting to investors in the mutual fund unless a client requests it.

## Item 14 - Client Referrals and Other Compensation

A. If a Client is introduced to TPF by either an affiliated or an unaffiliated solicitor, the Advisor may pay a portion of the total advisory fee TPF charges to a solicitor in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee is paid solely from TPF's investment management fee. Payment of such compensation will not result in additional charges to the client. The solicitor is also required to provide the client with a copy of this disclosure brochure which meets the requirements of Rule 204-3 of the Investment Advisers Act of 1940 and a copy of the solicitor's disclosure brochure containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of TPF is required to disclose the nature of his or her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of this disclosure brochure at the time of the solicitation.

## **Item 15 - Custody**

TPF has custody of client assets due to the direct withdrawal of our advisory fees from client accounts, although we do not have direct custody of client assets or securities. Clients will receive statements on a monthly or quarterly basis directly from the custodian account statements. These statements should be carefully reviewed from the custodian.

## **Item 16 - Investment Discretion**

Turning Point Financial receives discretionary authority from each client through an executed investment advisory agreement at the outset of an advisory relationship. In all cases, however, such discretion to select the identity and amount of securities to be bought and sold is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

## **Item 17 - Voting Client Securities**

TPF will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which assets of the account may be invested from time to time. In addition, TPF will not take any action or render any advice with respect to any securities held in the account, which are named in or subject to class action lawsuits. TPF will, however, forward to clients any information received by TPF regarding class action legal matters involving any security held in the account. Further, TPF may, only at the client's request, offer clients advice regarding corporate actions and the exercise of proxy voting rights. TPF will vote proxies for clients if clients choose TPF to do so.

## **Item 18 - Financial Information**

Registered investment advisers are required in this Item to provide our clients with certain financial information or disclosures about TPF's financial condition. TPF has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

## Item 19 - Requirements for State-Registered Advisers

### A. EDUCATION AND BUSINESS STANDARDS

All individuals that offer advice on behalf of the Registrant must have earned an under-graduate college degree and/or have substantive investment related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.

### EDUCATION AND BUSINESS BACKGROUND

As of the date of this filing, Mark Kenison is the principal executive officer and management person of TPF.

#### **Mark Kenison - President**

*Year of Birth: 1971*

*Formal Education After High School:*

- Utah State University 1993 -1994 Salt
- Lake Community College 1994
- University of Utah 1995 – 1997 (earned a Bachelor of Arts: Business/Finance degree)

*Business Background:*

- Turning Point Financial, Owner, President, 2005 – present.
- Fidelity Investments, Vice President, Private Access, 1995 – 2005
- 

B. Neither TPF, nor is management persons are engaged in any other outside business.

C. Neither TPF, nor its management persons, is compensated for advisory-services with performance based fees.

D. Neither TPF, nor its management persons have ever been involved in any legal or disciplinary events that would be material to the evaluation of this advisory business or the integrity of TPF's management persons.

E. Neither TPF, nor it management persons have any relationship with any issuer of securities not listed in the disclosure for Item 10.C.



TURNING POINT  
FINANCIAL

**Form ADV Part 2B Brochure Supplement**

**Item 1.B. Cover Page**

Mark L. Kenison

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Date: February 14, 2014

This brochure supplement provides information about **Mark L. Kenison** that supplements the Turning Point Financial brochure. You should have received a copy of that brochure. Please contact our Chief Compliance Officer Mark Kenison at 866-983-4222 if you did not receive TPF's brochure or if you have any questions about the contents of this supplement.

Additional information about Turning Point Financial also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 - Educational Background and Business Experience

### EDUCATION AND BUSINESS BACKGROUND

#### **Mark Kenison**

*Year of Birth: 1971*

*Formal Education After High School:*

- Utah State University 1993 -1994
- Salt Lake Community College 1994
- University of Utah 1995 – 1997 (Earned Bachelor of Arts: Business degree)

*Business Background:*

- Turning Point Financial, Owner, President, 2005 - Present
- Fidelity Investments, Vice President, Private Access, 1995 – 2005
- 

## Item 3 – Disciplinary Information

Mark Kenison has never had any disciplinary actions including but not limited to criminal or civil actions, administrative proceedings before the SEC or any other federal or state regulatory agency or self-regulatory organization.

## Item 4 – Other Business Activities

Mr. Kenison is a licensed insurance agent and is contracted with various insurance companies for the sale of life and health insurance products. If Mr. Kenison were to sell an insurance product to a client a conflict of interest would exist due to Mr. Kenison being an insurance agent and receiving a commission from the sale of that product.

## Item 5 – Additional Compensation

TPF receives no additional compensation other than asset management fees from client accounts.

## Item 6 - Supervision

Mark Kenison serves as the Chief Compliance Officer and Super Account Administrator for Turning Point Financial. He can be reached at 1-866-983-4222. Mr. Kenison is required to periodically review the firms policies, procedures and Code of Ethics.

## Item 7 – Requirements for State Registered Advisers

TPF is required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of them. No member of TPF has been party to an arbitration claim, nor has any member been party to any civil, self-regulatory or administrative proceeding. No member has been the subject of a bankruptcy petition.