

Ferrante Capital LLC

Form ADV Part 2A Firm Brochure

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This Form ADV Part 2A Firm Brochure (“Brochure”) provides information to clients and prospective clients about the qualifications and business practices of Ferrante Capital LLC (“FC LLC” or the “Firm”). If you have any questions about the contents of this Brochure, please contact us at 7572022186. 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.

Ferrante Capital (“FC”) is the trade name used by Ferrante Capital LLC (“FC LLC”), registered investment adviser in the Commonwealth of Virginia; parent company Ferrante Holdings Inc (“FH”). Registration does not imply a certain level of skill or training. The oral and written communications of an adviser provide you with the necessary information allowing you to determine whether to hire or retain an adviser.

Additional information about FC LLC and our investment adviser representatives (“Financial Advisors”) is also available via the SEC’s website at www.adviserinfo.sec.gov.

Item 2: Material Changes

This Form ADV Part 2A for Ferrante Capital LLC, dated March 4th, 2026, there have been no material changes.

Please note that this section only discusses changes we consider material.

Item 3: Table of Contents

Item 1: Cover Page.....	1
Item 2: Material Changes.....	2
Item 3: Table of Contents.....	3
Item 4: Advisory Business.....	4
Item 5: Fees and Compensation.....	6
Item 6: PerformanceBased Fees and Side By Side Management.....	13
Item 7: Types of Clients.....	13
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss.....	13
Item 9: Disciplinary Information.....	16
Item 10: Other Financial Industry Activities and Affiliations.....	16
Item 11: Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading.....	18
Item 12: Brokerage Practices.....	20
Item 13: Review of Accounts.....	23
Item 14: Client Referrals and Other Compensation.....	23
Item 15: Custody.....	24
Item 16: Investment Discretion.....	25
Item 17: Voting Client Securities.....	25
Item 18: Financial Information.....	26
Item 19: Requirements for State Registered Advisers.....	26

Item 4: Advisory Business

Ferrante Capital LLC (“FC LLC” or the “Adviser”) became registered with the Commonwealth of Virginia as an investment adviser as of March 2026. Registration as an investment adviser does not imply a certain level of skill or training. Ferrante Capital LLC is a Virginia limited liability company and domiciled in the Commonwealth of Virginia. FC LLC was founded in March 2025 and is wholly owned by Ferrante Holdings Inc. (“FH”). Control persons/principal owners include Andrew J. Lazzeroni (CoFounder, Chief Executive Officer, Chief Investment Officer, and Chief Compliance Officer), Michael A. Licari (CoFounder, President, and Chief Operations Officer), and Rocco J. Testa (Chief Strategy Officer). As of March 4th, 2026, FC LLC manages \$0 in regulatory assets under management (\$0 discretionary / \$0 nondiscretionary).

Client Types

FC LLC serves U.S. retail investors, including individuals and high net worth individuals, as well as small businesses and closely held entities. Services are available to clients with a wide range of objectives, time horizons, liquidity needs, and tax profiles. (See Item 5 for fees applicable to different service types.)

Scope of Advisory Services

FC LLC currently offers nondiscretionary portfolio management services. Investment recommendations may include individual equities, exchange-traded funds (“ETFs”), mutual funds, investment-grade fixed income, and listed options where suitable. Exposure to futures or other commodity interests may occur only on an incidental, client specific basis; FC LLC does not act as a commodity trading adviser or commodity pool operator. If we rely on any exemptions under CFTC/NFA rules, the scope of such activities will remain incidental to our advisory business and will be further described in this brochure (see Item 8 and Item 10).

In addition to portfolio management, FC LLC provides comprehensive and modular financial planning services, which may include retirement planning; cashflow and budgeting analysis; investment analysis; tax-aware allocation considerations; education funding projections; and risk management assessments. Deliverables typically include a written or electronic plan with recommendations and action items, followed by periodic checkins as agreed. Planning services are advisory in nature; ongoing monitoring occurs only if specifically included in the client agreement. FC LLC does not sell insurance products and does not provide legal or estate planning services (we coordinate with a client’s tax or legal professional upon request).

At the time on this document, the Firm does not exercise discretionary authority over any client accounts.

Standalone and Project Based Financial Planning Services

FC LLC also offers standalone, project-based financial planning services that are separate from ongoing subscription advisory services. These engagements may include planning work that is broader in scope or more complex than traditional household financial planning. Depending on client needs, standalone engagements may include:

- Multi entity business or organizational planning;
- Tax and structural planning in coordination with a client’s CPA;
- High net worth asset allocation analysis;
- Portfolio engineering or quantitative modeling;
- Retirement income and distribution modeling;
- Risk and scenario analysis;
- Multiaccount consolidation and review;
- Real estate valuation modeling; and

- Planning for business owners or clients with multiple asset types.

Standalone engagements may include preparation of a full financial plan, investment plan, retirement model, tax coordination summary, implementation guidance, and up to twelve months of follow-up consulting. The scope and fee for each engagement depend on the client's circumstances and the complexity of the project.

Model Portfolios and Strategy Guidelines

FC LLC develops and maintains internal model portfolio guidelines as starting points for asset allocation, security selection, and risk exposure. Models may incorporate strategic allocations with optional tactical tilts, factor or style exposures, and risk budgeting. Models are guidelines rather than mandates and do not have formal brand names; they are adapted over time to market conditions and client circumstances. Implementation in any client account may deviate from a model due to tax considerations, legacy holdings, cash needs, client-imposed restrictions, or account-level constraints. Performance is not guaranteed and may differ from model-level illustrations. (See Item 8 for material risks associated with investment strategies.)

Investment Process and Portfolio Construction

Our process includes, but not limited to:

- Discovery and profiling of client objectives, constraints, risk tolerance, liquidity needs, and time horizon;
- Construction of a target asset allocation framework (strategic weights and, where appropriate, tactical adjustments);
- Security selection from approved universes (e.g., ETFs, mutual funds, individual securities) considering cost, liquidity, diversification, tax efficiency, and portfolio role;
- Implementation of trades only under specific client authorization;
- Ongoing monitoring for drift, risk exposures, and changes in client circumstances, with reviews generally conducted on a periodic basis (see Item 13 for review practices);
- Periodic rebalancing to maintain alignment with targets, recognizing transaction costs and tax considerations; and
- Tax-aware practices when feasible within the custodial platform and client direction (e.g., lot selection), in coordination with the client's tax professional. FC LLC does not provide tax advice.

Options, Complex Instruments, and Use of Third Party Products

Where suitable and consistent with a client's objectives and risk tolerance, FC LLC may recommend listed options for risk management or return enhancement, subject to custodian approval and account level options agreements. We also recommend third party investment products or managers (e.g., mutual funds and ETFs) to achieve desired exposures. Selection and ongoing use consider strategy fit, style consistency, risk/return characteristics, underlying holdings, costs, liquidity, portfolio role, and due diligence findings regarding process and personnel. We review third party products periodically but do not guarantee outcomes. FC LLC does not accept compensation from product sponsors (e.g., revenue sharing or 12b1 payments). If this policy changes, we will update Item 5 and Item 14 and describe any related conflicts.

Consulting on Held Away Accounts

Upon request, FC LLC may provide portfolio consulting and asset allocation guidance for heldaway or employer-sponsored accounts (e.g., 401(k) plans). These engagements are nondiscretionary and nonmonitoring; the client is responsible for implementation and ongoing maintenance within the heldaway platform. Access to data on third party systems may be limited and can constrain our services.

Research and Technology Resources

To inform portfolio construction and monitoring, FC LLC may use research and analytical tools available through the custodian's platform as well as independent data, screening, and charting resources. These tools support—but do not replace—FC LLC's independent judgment. If any research or technology arrangements create economic benefits related to brokerage selection or best execution, we describe them in Item 12 (Brokerage Practices).

Custody Platform and Implementation

Client accounts are generally maintained with a qualified custodian chosen by the client; FC LLC typically recommends platforms that support the client's needs (e.g., trading tools, reporting, fees, and service). Trading and rebalancing are implemented through the custodian consistent with the scope of authority granted in the advisory agreement. FC LLC does not take physical custody of client funds or securities. See Item 12 for brokerage and best execution practices and Item 15 for custody-related disclosures (including fee deduction and any standing letters of authorization).

Tailored Services and Client Imposed Restrictions

Advice is tailored to each client's goals, time horizon, risk tolerance, tax considerations, liquidity needs, and other circumstances. Clients may request reasonable restrictions—such as excluding specific securities, industries, or investment types—so long as such restrictions are feasible within the account platform and do not prevent effective management. Certain restrictions may increase costs or risks or cause performance to differ from model guidelines. FC LLC may decline or terminate an engagement if requested limitations would materially impair implementation or monitoring.

Account Minimums

FC LLC does not impose a formal account minimum. We reserve the right to decline prospective or existing clients if the relationship would not be economically or operationally suitable or if the requested service model is not a good fit.

Wrap Fee Programs

FC LLC does not sponsor or participate in any wrapfee programs. If we sponsor or participate in a wrap program in the future, we will provide Appendix 1 (Wrap Brochure) and describe any differences in our management of wrap accounts.

Firm Proprietary Accounts and Trading Activity

In addition to managing and advising client accounts, Ferrante Capital LLC (the "Firm") maintains one or more proprietary accounts in the Firm's name ("Firm Accounts") at the same or similar qualified custodians used by clients (currently, Interactive Brokers LLC). The Firm invests its own capital in the Firm Accounts using some of the same or similar strategies, securities, and instruments that it recommends to clients.

The Firm Accounts are funded solely with Firm assets. No client assets are held in, or commingled with, the Firm Accounts. The Firm does not engage in principal transactions with clients (that is, it does not knowingly buy securities from, or sell securities to, clients out of the Firm Accounts).

Because the Firm may trade the same or similar securities in the Firm Accounts and in client accounts, conflicts of interest may arise. For example, the Firm could have an incentive to trade in its own account ahead of client accounts or to allocate more favorable trades to the Firm Accounts. Ferrante Capital addresses these conflicts through its Code of Ethics and written trade allocation and personal trading policies, which are designed to ensure that client interests are placed ahead of the Firm's interests and that trades are allocated in a fair and equitable manner over time.

Item 5: Fees and Compensation

Please note, unless a client has received the firm’s disclosure brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the client within five (5) business days of signing the contract without incurring any advisory fees and without penalty. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below.

Ferrante Capital LLC (“FC LLC,” “we,” or the “Adviser”) provides advisory services on a subscription basis, through fixed financial planning/project fees, and through asset-based (“AUM”) fees, as elected in the client’s advisory agreement.

The specific AUM fee schedule and any minimum fee are described in **Exhibit B (Fee Schedule) in the advisory agreement**.

What Your Subscription Typically Covers

Unless otherwise stated in your agreement, a subscription generally includes:

- Ongoing portfolio advice and monitoring for designated, custodied accounts;
- Periodic reviews (cadence agreed in the client agreement) and access to your adviser for questions between reviews.
- Nondiscretionary implementation guidance;
- Integration of planning considerations (taxaware investment guidance, retirement projections, cashflow planning, education funding, risk management analysis).

The subscription does not include legal, accounting, or tax return preparation services; we do not sell insurance and do not provide estate planning or legal drafting.

Billing Method and Timing

We invoice clients for subscription fees; clients remit payment—we do not directly debit advisory fees from client accounts. Billing frequency is monthly in arrears. Payments may be made via the custodian’s portal (where available) or a designated payment processor by ACH or card.

AUM Fee Calculation (Average Daily Value). If a client elects asset-based (AUM) billing, the monthly AUM fee is calculated based on the **average daily value** of managed assets during the month. “Average daily value” means the sum of the daily end-of-day market values of the managed assets (including cash and cash equivalents, if any) divided by the number of days in the month, as reflected on custodian/broker statements and pricing sources customarily used by the custodian. The monthly fee is generally calculated as **(annual rate ÷ 12) × average daily value**.

Payment Methods for Advisory and Financial Planning Fees

FC LLC accepts the following forms of payment for advisory and financial-planning services:

Advisory Fees (billed in arrears):

- ACH transfer through a third-party payment processor
- Debit card or credit card through a payment processor
- Wire transfer

FC LLC never directly withdraws fees from client brokerage accounts and does not accept cash or digital payment applications (e.g., Zelle, Venmo, PayPal).

For standalone financial-planning engagements, FC LLC accepts:

- ACH transfer through a payment processor
- Debit card or credit card
- Wire transfer

For planning/project engagements, 50% is due at engagement and 50% is due at delivery, unless otherwise agreed in writing.

How Subscription Fees Are Set, Negotiated, and Changed

Fees are determined by the engagement scope rather than account size and may be negotiated at our discretion (e.g., householding/family coverage, unusual complexity). We may adjust a subscription prospectively with advance written notice and client consent; any change is documented by amendment to the advisory agreement.

Proration and Termination

For partial periods at the start or end of an engagement, fees are prorated based on the number of days services were provided in the billing period. Because subscriptions are billed in arrears, refunds are generally not applicable. If any subscription amount is ever paid in advance, we will refund the unearned portion pro rata.

Illustrative Proration Example (for clarity only)

If your monthly subscription is \$200 and service begins on the 10th day of a 30day month, the first period's fee is $21/30 \times \$200 = \140 . If service ends on day 15, the final period's fee would be $14/30 \times \$200 = \93.33 .

Financial Planning & Project Fees

For standalone planning or project-based work, we charge a fixed fee quoted in the engagement letter based on client needs and complexity. Unless otherwise agreed, 50% is due at engagement and 50% at delivery. Projects are ordinarily completed within six weeks, subject to timely client cooperation. If a planning engagement is terminated before completion, we will refund any unearned amount pro rata (by check), after accounting for work performed to date. If any portion of a financial-planning or project-based fee is paid in advance and a refund is due, FC LLC refunds unearned fees by mailing a physical check to the client's address on file. Refunds of unearned prepaid fees are issued via check or electronic payment method consistent with the client's original payment method, as permitted by law. Subscription fees are billed in arrears; therefore, refunds generally do not apply to subscription engagements. We do not require or solicit prepayment of fees in amounts or timeframes that would constitute custody under applicable state rules.

Householding, Family Coverage, and Discretionary Discounts

We may, in our discretion, household related accounts and/or family members under a single subscription and may discount or waive fees for employees, family members, or pro bono engagements. Any discount or waiver will be reflected in the written agreement.

Examples of Planning Fee Levels

The Firm charges fixed fees for standalone financial planning engagements based on the scope and complexity of the project. Examples include:

- **Limited Scope Engagements: \$350 – \$1,250**
- **Focused, standalone planning topics such as a financial checkup, portfolio review, education funding plan, or retirement projection analysis.** These engagements are defined by limited deliverables and meeting scope.
- **Lower Complexity Engagements: \$2,500 – \$6,500**
Comprehensive household planning including retirement projections, savings analysis, investment allocation review, and basic tax-aware guidance.
- **Moderate Complexity Engagements: \$6,500 – \$12,500**
High-income households or clients with multiple accounts, rental real estate, coordinated cash flow analysis, or more advanced retirement modeling.
- **Higher Complexity Engagements: \$12,500 – \$20,000**
Business owners or high net worth households require multi-account coordination, advanced cash flow modeling, quantitative portfolio analysis, structural planning considerations, or coordination with outside professionals.

These ranges are provided for general context only. Actual fees are determined solely by written engagement scope and complexity.

Engagement Suitability and Affordability Review

As part of its fiduciary duty, Ferrante Capital evaluates whether the scope and cost of a proposed planning engagement is appropriate relative to the client's financial circumstances and objectives.

If the Firm determines that:

- The requested scope of services exceeds what is reasonably necessary, or
- The anticipated fee would be disproportionate relative to the client's financial situation,

The Firm may recommend a reduced-scope engagement or may recommend that the client seek another advisory provider better suited to their needs.

The Firm does not impose planning fees that it believes would be unreasonable relative to the services provided.

Negotiability of Financial Planning Fees

Fees for standalone or project-based financial planning services are negotiable and may be adjusted based on the scope of work, complexity of the client's circumstances, and other relevant factors.

Other Fees and Expenses (Not Our Fees)

Our fees are exclusive of third party charges that clients may incur, including but not limited to:

Custodian/platform fees and service charges;

- Brokerage and transaction costs, ticket/commission charges, exchange and regulatory fees;
- Fund/ETF internal expenses (expense ratios and other productlevel costs);

- Option contract/ticket fees, short sale borrow fees, margin interest, ADR and FXrelated costs, and account service fees (wires, transfers/ACAT, paper statements, etc.).

We do not receive any portion of these third party charges. Product level expenses (e.g., mutual fund/ETF expense ratios) are disclosed by the issuer in the product’s prospectus and are outside our control. Additional information appears in Item 12 – Brokerage Practices.

Invoicing, Late Payments, and Suspension

Invoices are due upon receipt, with a three day grace period, unless otherwise specified in your agreement. We may suspend services or terminate the agreement for nonpayment as permitted under the advisory agreement and applicable law. Because fees are billed in arrears, invoices reflect fees for services already provided for the applicable billing period.

No Commissions or Product Based Compensation

Neither FC LLC nor our *supervised persons* accept commissions, 12b1 fees, or other product-based compensation in connection with advisory recommendations. This helps reduce conflicts associated with recommending products based on sales compensation rather than client need.

A "supervised person" refers to any of our employees, officers, partners, or other individuals who provide investment advice on our behalf and are under our supervision.

Right to Cancel / Early Termination

Clients may terminate at any time by written notice (email is acceptable). If written notice is provided electronically, we will place a verification phone call to confirm termination instructions and timing. Upon termination, any unearned, prepaid fees (planning/project engagements) will be refunded pro rata; subscription fees billed in arrears will be calculated through the termination date.

Conflicts and Our Fiduciary Mitigation

A subscription model may create an incentive to recommend broader scopes of service. We mitigate this by tailoring services to client needs, clearly scoping engagements in writing, and periodically reviewing whether services and fees remain appropriate relative to client objectives. We operate as a fiduciary, seeking to place clients’ interests ahead of our own.

Fee Schedule

The following tables summarize the fee structures described above.

One-Time Projects (Fixed Fees)

One-time projects are scoped engagements with defined deliverables. Additional time beyond the included scope may be billed hourly or quoted as a new project.

Project	Scope Summary (brief)	Meetings Included	Fixed Fee
Starter Financial Checkup	Budget + priorities, basic investing/401(k) guidance, written action plan	1	\$350

Investment Checkup / Portfolio Review	Risk profile + holdings review, recommended allocation, written action plan + trade list	1	\$650
Education Plan (Standalone)	529 strategy, funding targets/timeline, written education funding plan	1	\$750
Retirement Plan (Standalone)	Retirement projection assumptions, contribution/strategy roadmap, written plan	2	\$1,250
Comprehensive Financial Plan Build	Goals, cash flow/net worth, integrated recommendations, written plan + action steps	2	\$2,250

Monthly Maintenance (Subscription) - Billed Monthly in Arrears

Monthly maintenance provides ongoing advice and support. Tiers differ by service intensity (meeting cadence, ongoing reviews, and complexity). Fees are billed monthly in arrears.

Tier	Monthly Fee	Meetings / Year	Designed For	Included Services (summary)
Community	\$65	1 (annual review) + group office hours access	Lower-income / getting started	Foundational planning support, basic goal tracking, investment guidance, implementation included if authorized
Essential	\$175	2	Small accounts / foundational ongoing support	Plan maintenance, retirement/education tracking (as applicable), portfolio guidance, rebalancing recommendations, implementation included if authorized
Standard	\$325	4	Most households	Ongoing planning updates, periodic portfolio reviews, retirement/education check-ins, rebalancing recommendations, implementation included if authorized
Premium	\$650	8	High complexity / high-touch	Higher meeting cadence, multi-goal coordination, proactive monitoring, implementation included if authorized

Out-of-scope work (including meetings beyond the included cadence, complex scenario rebuilds, or substantial new workstreams) may be billed hourly or quoted as a new project.

AUM Advisory Fee - Billed Monthly in Arrears

For clients who select AUM-based billing for ongoing investment management/advice on managed accounts, the following annual schedule applies and is billed monthly in arrears. Monthly AUM fees are calculated based on the average daily value of managed assets during the month.

Average daily value means the sum of the daily end-of-day market values of the managed assets (including cash and cash equivalents, if any) divided by the number of days in the month. Managed asset value is determined from custodian/broker statements and pricing sources customarily used by the custodian.

Asset Tier	Annual Rate	Notes
First \$250,000	0.90%	Applied to the first \$250,000 of managed assets
Next \$750,000 (\$250,001-\$1,000,000)	0.75%	Applied to the next \$750,000 of managed assets
Next \$2,000,000 (\$1,000,001-\$3,000,000)	0.60%	Applied to the next \$2,000,000 of managed assets
Over \$3,000,000	0.45%	Applied to managed assets over \$3,000,000

Minimum AUM fee: \$1,200 per year (\$100 per month).

Transition credit: If a Client moves from Subscription to AUM billing, the Advisor will credit the most recent one month of subscription fees against the first AUM invoice for the managed account (one-time courtesy credit).

Hourly Services (As-Needed / Out-of-Scope)

Hourly rate: \$250 per hour, billed in 15-minute increments. Hourly billing applies to standalone hourly engagements and to work exceeding project scope or maintenance tier limits.

No Separate Trade Execution Fee

The Advisor does not charge a separate fee solely for placing or executing trades. Trade implementation occurs only where the Client has provided written authority and is consistent with the Client's restrictions and the Agreement. Where no authority is provided, the Advisor will provide trade instructions/rebalance recommendations for Client self-implementation.

Billing Timing, Proration, and Termination

- Subscription fees are billed monthly in arrears.
- AUM fees are billed monthly in arrears based on managed account value as defined in the Agreement.
- Fees are prorated for partial periods when services begin or terminate mid-cycle.
- Either party may terminate the advisory relationship as provided in the Agreement; amounts owed through the termination date remain due.

Third-Party Costs and Expenses (Not Paid to Advisor)

In addition to advisory fees, Clients may incur third-party costs not paid to the Advisor, which may include custodian/brokerage charges, transaction charges, ticket charges, exchange fees, mutual fund/ETF internal expenses (expense ratios), wires, account transfer/termination fees, and margin interest (if used). These costs reduce returns

and vary by custodian and investment selection.

Item 6: PerformanceBased Fees and Side By Side Management

FC LLC does not charge performance-based fees to any client

Although we manage proprietary Firm Accounts alongside client accounts, we do not charge performance-based fees to any client, and the Firm Accounts do not pay advisory fees.

FC LLC does not engage in side-by-side management. The Firm does not manage accounts that pay performance based fees alongside accounts that pay other fee types. All clients are billed using the Firm's subscription or fixed fee financial planning arrangements, and no performance-based fee structures are used.

Item 7: Types of Clients

FC LLC primarily serves:

- Individuals and families (including high net worth),
- Businesses and closely held entities.

We do not impose a firmwide account or fee minimum. However, we may decline or terminate an engagement if requested services, restrictions, or circumstances fall outside our service scope or fiduciary standards. Clients are generally required to maintain accounts with a qualified custodian as described in Item 12.

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

FC LLC uses a combination of fundamental, technical, cyclical, quantitative/modeldriven, charting, and qualitative/social inputs. We tailor the mix of methods and the resulting strategy to each client's stated investment objectives, risk tolerance, and financial goals.

Methods of Analysis Defined

- **Fundamental Analysis:** We evaluate the intrinsic value of a security by analyzing economic and financial factors, including the issuer's financial statements, management team, competitive advantages, and industry conditions.
- **Technical Analysis:** We analyze statistical trends gathered from trading activity, such as price movement and volume, to identify opportunities based on market patterns rather than the company's internal financials.
- **Cyclical Analysis:** We analyze business cycles and economic trends to identify sectors or industries that are expected to outperform or underperform during specific phases of the economic cycle.
- **Quantitative/Model-Driven:** We use mathematical models and algorithms to analyze data and identify investment opportunities, manage risk, or construct portfolios based on rules-based criteria.
- **Charting:** As a subset of technical analysis, we use visual charts of price and volume history to identify patterns (e.g., support and resistance levels) that may signal future price movements.
- **Qualitative/Social Inputs:** We consider non-quantifiable factors such as market sentiment, social trends, management quality, and brand reputation that may impact a security's performance.

Portfolios are generally aligned to objective/risk profiles such as Growth, Growth & Income, Income/Moderate, and Trading/Speculation; risk tolerance categories may include Capital Preservation, Conservative, Moderate, Growth, and Aggressive Growth.

We typically implement advice through ETFs, mutual funds, individual equities, fixed income securities, and, where suitable, listed options (e.g., covered calls, cash secured puts, protective puts, and spread strategies). We also provide nondiscretionary guidance. Trading activity (from low turnover strategic allocations to more tactical adjustments) depends on a client's profile and the strategy selected.

Important limitations

All analysis methods rely on information (market data, issuer filings, third party research, economic series, sentiment/alternative data) that may be incomplete, late, inaccurate, or revised. Quantitative models reflect assumptions that may not hold in changing market regimes. Past performance and backtests are not indicative of future results.

Material Risks of Methods and Strategies

Investing in securities involves risk of loss that clients should be prepared to bear. Depending on the strategy and client elections, risks may include, among others:

- **Market/Equity Risk:** Broad market declines can reduce account values; equities may be volatile and subject to issuer-specific events.
- **Fixed-Income (Interest-Rate/Credit) Risk:** Bond prices generally fall as interest rates rise; lower-rated or longer-duration bonds may experience greater price declines or default risk.
 - **Call/Prepayment Risk:** The risk that an issuer will repay a bond or debt instrument early (usually when interest rates fall), forcing the investor to reinvest the principal at a lower rate.
 - **Reinvestment Risk:** The risk that future cash flows (interest or principal) will need to be reinvested at a lower interest rate than the original investment, reducing overall returns.
- **Asset Allocation/Rebalancing Risk:** Allocations and periodic rebalancing can underperform more concentrated or static approaches.
- **Liquidity Risk:** Some securities or markets may be thinly traded, causing wider bid/ask spreads or delayed execution.
- **Concentration Risk:** Focusing in a sector, factor, theme, or issuer increases exposure to that segment's adverse events.
- **International/Emerging-Markets & Currency Risk:** Political, regulatory, and currency risks may be higher outside the U.S.
- **Settlement Risk:** The risk that a counterparty fails to deliver a security or cash as agreed after a trade is executed, potentially causing a loss.
- **Options/Derivatives Risk:** Options can lose the entire premium. We do not employ uncovered ("naked") short options in client accounts. Specific risks include:
 - **Assignment Risk:** The risk that an option writer (seller) will be assigned an exercise notice and forced to buy or sell the underlying security at an unfavorable price (e.g., being forced to buy a stock at \$100

when it is trading at \$90).

- **Gap Risk:** The risk that a security's price will change significantly from one trading session to the next (e.g., opening much lower than the previous close), preventing execution at a desired stop-loss price.
- **Execution Risk:** The risk that a trade cannot be filled at the desired time or price due to market conditions or liquidity.
- **Model/Data/Assumption Risk:** Quantitative or rules-based decisions can misestimate relationships, overfit to history, or respond poorly to regime shifts; data or vendor outages can impair decisions.
- **Operational/Technology/Cyber Risk:** Trading platforms, market data, rebalancing tools, and third party systems may fail or be interrupted; cyber events may delay access or transactions.
- **Business Disruption Risk:** Natural disasters, outages, or other emergencies can impair trading or communications.
- **Frequent Trading & Tax/Cost Impact:** Higher turnover (where elected) can increase transaction costs and taxable gains, which may reduce net returns. Clients should consult their tax professional regarding tax consequences; FC LLC does not provide tax return preparation or legal services.

Material Risks of Principal Securities Recommended

While we select instruments to fit client goals, the following risks are common to the security types we primarily use:

- **ETFs and Mutual Funds:** In addition to the underlying holdings' risks, clients bear fundlevel expenses (expense ratios) that reduce returns; tracking error may occur versus a benchmark, and ETFs may trade at a premium/discount to NAV.
- **Equities:** Subject to earnings shortfalls, competitive pressures, regulatory change, and event risk (e.g., mergers, litigation). Smallcap and microcap equities may be more volatile and less liquid.
- **Fixed Income:** Subject to interest rate, credit, call/prepayment, extension, reinvestment, inflation, and liquidity risks; longer maturities typically increase interest rate sensitivity.
- **Options:** See "Options/Derivatives Risk" above; options are not suitable for all investors and may require specific custodian approvals.
- **Cash & Cash Equivalents:** While reducing volatility, cash positions may trail inflation over time.

Use of Margin and Leverage

Where a client elects to use margin (and the custodian approves), leverage can magnify gains and losses. Margin interest and related fees increase costs, and a decline in collateral value can trigger margin calls or forced liquidation at unfavorable prices. Fees assessed on margin-enhanced balances may therefore rise with the gross asset value carried on margin.

Third Party Managers and Funds

When we recommend or monitor third party managers or mutual funds, selection and ongoing oversight typically consider factors such as investment process and team, consistency of philosophy and results relative to risk, fees and expenses, capacity and liquidity, tax sensitivity, transparency, and operational controls. These managers' strategies carry their own risks and fees, which are disclosed by the manager or fund sponsor.

Client Directed Restrictions

We will observe reasonable client screening/restrictions (e.g., avoiding certain industries) when agreed in writing; such limits may increase concentration or tracking error versus broader benchmarks.

Use of Similar Strategies in Firm and Client Accounts

The investment and trading strategies described in this brochure may be used both in client accounts and in the Firm's own proprietary accounts. As a result, the Firm may have a financial incentive to trade for its own account in ways that could conflict with client interests. These conflicts are described more fully in Item 11 below and are addressed through the Firm's Code of Ethics, trade allocation procedures, and supervision of trading activity.

Item 9: Disciplinary Information

FC LLC does not have any disciplinary information to report under this Item 9. As of the date of this Brochure, neither the Firm nor its management persons have been the subject of any legal or disciplinary events that are material to a client's evaluation of our advisory business. If any such events occur, we will promptly update this Brochure.

Item 10: Other Financial Industry Activities and Affiliations

Brokerdealer/Registered representative

Neither FC LLC nor any management person is registered or has an application pending to register as a broker dealer or registered representative.

Futures/commodities

Neither FC LLC nor any management person is registered or has an application pending with the CFTC/NFA as a futures commission merchant (FCM), commodity pool operator (CPO), commodity trading adviser (CTA), or as an associated person of any of the foregoing.

Bank/thrift and insurance

We have no bank or thrift affiliations. We are not licensed as an insurance agency and do not sell insurance or receive insurance commissions.

Accounting/law

We have no outside CPA or law firm affiliations.

Other advisory affiliations and pooled vehicles

FC LLC does not have an affiliation with another investment adviser (e.g., as a subadviser or related advisory firm) and does not sponsor or manage any affiliated pooled investment vehicles. If this changes, we will amend this Brochure to describe the relationship and related conflicts.

Relationships With Other Professionals

Ferrante Capital LLC does not have any relationships or arrangements with any of the following professionals or entities:

- Lawyers or law firms
- Insurance companies or agencies
- Pension consultants
- Real estate brokers or dealers
- Sponsors or syndicators of limited partnerships

Because the Firm maintains no such relationships, no related material conflicts of interest exist. If the Firm were to establish any relationship of this type in the future, we would update this brochure to describe the nature of the relationship, the associated conflicts of interest, and the policies and procedures used to address those conflicts.

Ferrante Capital LLC does not receive compensation, benefits, or economic incentives from any third party in connection with client referrals, product recommendations, or professional services.

Related persons and common control entities

FC LLC is wholly owned by Ferrante Holdings Inc. (“FH”). A related person under common control is Falco Systems LLC, which develops and sells trading systems (currently offered through the NinjaTrader vendor program).

- **Potential conflict:** Because Falco Systems LLC is under common ownership with FC LLC, recommending Falco products could present a conflict of interest (an affiliated company may benefit from client purchases).
- **How we address the conflict:** Clients are never required to purchase any Falco product or use any specific software. Any mention or recommendation is optional, subject to suitability and the client’s experience/risk capacity—particularly given the risks of futures and automated strategies. Clients are free to choose any unaffiliated tools or none at all.
- **Compensation:** FC LLC does not receive revenue sharing, referral fees, or any other compensation from Falco Systems LLC or NinjaTrader tied to client transactions or product use.
- **NinjaTrader vendor relationship:** Falco Systems LLC participates independently in the NinjaTrader marketplace. This relationship does not obligate FC LLC to recommend Falco products, and clients are not required to use NinjaTrader or any Falco product.

Selection of other advisers / third party managers

We may recommend or monitor unaffiliated third party managers and mutual fund strategies when appropriate. FC LLC has no affiliation with the third party managers we may recommend and does not receive compensation, revenue sharing, or other benefits from those managers. Clients retain the right to accept or reject any recommendation and may select other managers.

Referrals and other economic benefits

FC LLC does not participate in paid referral/solicitor programs (we are not paid to refer clients, and we do not pay others to refer clients). We do not receive 12b1 fees, revenue sharing, or other third party compensation tied to advisory recommendations or client transactions. Any noncash, broadly available custodian/platform tools are addressed in Item 12 – Brokerage Practices.

In addition to its advisory activities, the Firm trades securities and other financial instruments for its own account in proprietary Firm Accounts, as described in Items 4 and 11. These activities are not conducted through a broker dealer affiliate and do not involve pooled investment vehicles.

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

As a fiduciary, FC LLC and our supervised persons must place clients' interests ahead of our own at all times. We maintain a written Code of Ethics ("Code") designed to reflect this duty, to identify and mitigate conflicts of interest, and to promote honest and ethical conduct in all aspects of our business. A copy of our Code is available to any client or prospective client upon request at no charge.

Our Code requires, among other things:

- **Client first duty & fair dealing:** We must act with loyalty and care, seek best execution when applicable, provide full and fair disclosure of material facts, and avoid or mitigate conflicts.
- **Confidentiality:** We safeguard nonpublic personal information about clients and use it only for legitimate business purposes.
- **Compliance with laws:** We comply with applicable federal and state securities laws, including Advisers Act Rule 204A1.
- **Conflicts management:** We identify, disclose, and mitigate conflicts, including those arising from personal trading, gifts/entertainment, political contributions, outside business activities, and relationships with service providers.
- **Training and attestations:** All "access persons" receive the Code, complete initial and annual acknowledgments, and receive periodic training. Violations may result in sanctions up to and including termination.

Personal Trading Controls for Access Persons

To address the conflict that can arise when personnel trade in securities clients may also hold or trade:

- **Reporting:** Access persons provide initial and annual holdings reports and quarterly transaction reports for reportable securities, within required time frames.
- **Preclearance & restrictions:** We require preclearance for certain trades (e.g., IPOs and private placements, and any security on our restricted list). We may impose blackout periods before/after client trades and prohibit shortswing or speculative trading that may disadvantage clients.
- **Aggregation & allocation neutrality:** When we aggregate orders (if/when applicable), we allocate in a fair and equitable manner without favoritism to personal, proprietary, or higherfee accounts.
- **Insider trading & MNPI:** We prohibit trading while in possession of material nonpublic information and maintain policies and procedures reasonably designed to prevent, detect, and remediate insider trading risks.

Gifts, Entertainment, and Political Contributions

- **Gifts/entertainment:** We restrict gifts/entertainment that could create an appearance of impropriety. Items of de minimis value may be permitted if consistent with policy and recorded as required.
- **Payto play:** We maintain a policy reasonably designed to comply with Rule 206(4)5 regarding political contributions and government entity clients.

Outside Business Activities & Service Providers

Supervised persons must disclose and obtain advance approval for outside business activities that could present conflicts. We also evaluate benefits we may receive from custodians and vendors (e.g., research, technology, training) and disclose those arrangements where material.

Proprietary/Related Interests

We do not act as principal in client transactions, and we do not engage in agency cross transactions. We do not underwrite, marketmake, or issue research for compensation. If a material financial interest in a recommended investment were ever to arise (e.g., through a related entity), we would provide full and fair written disclosure, obtain any required consent, and manage the conflict under our policies.

Personal Trading in the Same Securities as Clients

Our firm and supervised persons may buy or sell the same securities that we recommend to clients. Such activity presents a conflict that we address through: (i) the reporting, preclearance, and blackout procedures described above; (ii) trade aggregation and fair allocation practices; and (iii) supervision and surveillance designed to detect and prevent frontrunning, scalping, or other abusive practices. We do not permit personnel to receive preferential allocations or pricing.

Firm Proprietary Trading and Potential Conflicts of Interest

As noted in Item 4, Ferrante Capital maintains proprietary Firm Accounts in which it invests its own capital. The Firm may buy or sell, for the Firm Accounts, the same or related securities that it recommends to, or purchases or sells for, client accounts. The Firm and its supervised persons therefore may have a financial interest in securities that are also recommended to clients.

This creates potential conflicts of interest. For example:

- The Firm could, in theory, trade in the Firm Accounts ahead of client accounts (“frontrunning”) in a way that might benefit the Firm at the expense of clients.
- When the same security is purchased or sold for both client accounts and the Firm Accounts at or around the same time, the Firm could have an incentive to allocate more favorable prices or fills to the Firm Accounts.

Ferrante Capital has adopted a Code of Ethics and written trade allocation and personal trading policies designed to address these conflicts and to ensure that client interests are placed ahead of the interests of the Firm and its supervised persons. Among other things:

- The Firm generally aggregates (“bunches”) client orders placed around the same time when it is practical to do so and allocates the aggregated trades among participating accounts, including any Firm Accounts, in a fair and equitable manner over time.
- The Firm prohibits frontrunning and other abusive trading practices. Any trading in Firm Accounts is subject to supervision and review, and Firm Accounts are not permitted to systematically receive more favorable prices or

allocations than client accounts.

- Supervised persons and, where applicable, the Firm Accounts are subject to personal trading and preclearance requirements under the Firm's Code of Ethics.

Clients may obtain a copy of the Firm's Code of Ethics upon request, which provides additional detail on these policies and procedures.

Cross Trades and Principal Trades

We do not conduct principal trades with clients. We also do not execute agency cross trades. If we determine in the future that a cross trade would be demonstrably in the best interest of both parties, we would only proceed if permitted by law and after obtaining all required advance written disclosures and consents, and maintaining the required records.

Retirement Accounts and Other Fiduciary Advice

When providing investment advice to retirement investors (e.g., ERISA plan participants or IRA owners), we act as a fiduciary and follow impartial conduct standards, including the duty of loyalty and prudence, reasonable compensation, and no materially misleading statements. Our Code and related procedures are designed to support these obligations.

Supervision, Monitoring, and Enforcement

Compliance reviews personal trading reports, preclearance requests, restricted list activity, exception reports, and any potential MNPI situations. Confirmed violations of the Code are subject to remedial action, which may include reversal of trades, disgorgement of profits, written warnings, suspension, or termination. Material violations and material conflicts are escalated to senior management and, where required, disclosed to clients or regulators.

Availability of the Code of Ethics: Clients and prospective clients may obtain our current Code at any time by contacting us.

Item 12: Brokerage Practices

How We Select Brokers/Custodians & Best Execution

FC LLC generally recommends that clients custody assets and execute trades at Interactive Brokers LLC ("IBKR"), a qualified custodian and broker dealer. In recommending IBKR and assessing execution quality, we consider: overall trading costs (commissions/tickets, exchange and regulatory fees, and any price improvement), execution venues and smart routing, order types and market access (including options), platform reliability and clearing/settlement, operational support, technology/integrations for trading and supervision, and service levels.

We seek best execution, the most favorable overall terms reasonably available under the circumstances, not necessarily the lowest commission on every trade. Our best execution evaluation is ongoing and considers both qualitative and quantitative inputs. We do not maintain any agreement to direct a stated level of brokerage to any firm.

Research and Other Benefits (Soft Dollars / Economic Benefits)

We do not maintain formal "softdollar" commitments. Like many advisers that use institutional custodial platforms, we may receive from IBKR, without cost or at a discount, certain products and services that help us service client accounts (e.g., trading and account software, market data/research access, pricing/quotation services, technology integrations, compliance or practice management resources, and educational materials). These benefits are available

to advisers that custody with the platform and can create a conflict of interest: we have an incentive to recommend or retain a custodian that provides them.

We address this conflict by basing our recommendation on a good faith assessment of execution and overall value for clients, periodically reviewing our brokerage practices, and disclosing these benefits. We do not “pay up” (cause clients to incur higher trading costs) to obtain such benefits.

Brokerage for Client Referrals

We do not select or recommend brokerdealers based on our interest in receiving client referrals. If our practices change, we will amend this Brochure and provide the required conflict disclosures (see also Item 14).

Directed Brokerage (Client Chooses a Different Broker)

Selecting IBKR pursuant to our recommendation is not considered client-directed brokerage. Clientdirected brokerage occurs when a client instructs us in writing to use a different brokerdealer (e.g., Charles Schwab). If we agree to accommodate a directed brokerage request, the client should understand that this choice may:

- Limit our ability to seek best execution across the account;
- Prevent us from aggregating (blocking) orders with other clients, which can affect price and costs;
- Result in higher commissions/fees or less favorable prices than might otherwise be available;
- Constrain order types/routing, tools, and integrations, affecting timing and outcomes; and
- Increase operational frictions (reconciliation, corporate actions, data access, and reporting).

Clients who direct brokerage acknowledge these consequences in the advisory agreement. We reserve the right to decline or discontinue directed brokerage arrangements if we cannot adequately supervise, trade, or service the account on that platform.

TradeAway / StepOut Practices

Our default is to execute through the client’s custodian. We do not anticipate trading away to other brokers for routine transactions, but we reserve the right to do so in rare, client-beneficial circumstances (for example, to access specialized liquidity for a particular security). Tradeaway orders may incur additional commissions/fees charged by the away broker and, where applicable, passthrough charges from the custodian.

Order Aggregation (Block Trading) and Allocation

We may aggregate (“block”) orders for the same security across multiple client accounts when we believe it is in the clients’ best interest and when we have the necessary authority to do so. However, because FC LLC provides non-discretionary advice, we generally do not aggregate orders. We must obtain client approval for each transaction prior to execution, which typically prevents us from placing a single “block” trade for multiple clients simultaneously.

Consequences of Not Aggregating Orders

When we do not aggregate orders (which is our standard practice for non-discretionary accounts), or if a client directs brokerage to a custodian that does not support aggregation:

- **Different Prices:** Clients may receive different prices for the same security. If we must execute trades sequentially (one after another) as approvals are received, the price of the security may move during the process, resulting in some clients paying more or receiving less than others.
- **Higher Costs:** Clients may pay higher transaction costs or ticket charges than if the orders were aggregated into a single block trade.
- **Execution Timing:** Execution may be slower or less efficient compared to aggregated block trading.

These differences may result in clients receiving less favorable overall execution than would be available through a single aggregated block trade.

Trade Rotation

When implementing model or similar trades across multiple accounts, we may use a rotation or timestamping approach designed to treat clients fairly over time. We do not permit personnel or related accounts to receive preferential execution.

Commissions, Ticket Charges, and Other Transaction Costs

Clients are responsible for commissions, ticket/contract fees (including options contract fees), exchange and regulatory fees, and other accountlevel charges assessed by the custodian or broker (e.g., wires, transfers/ACAT, paper statements). These costs are in addition to our advisory fees (see Item 5). Costs vary by security type, venue, order size, account type, and market conditions. We do not receive any portion of these charges.

Margin and Short Sales (If Elected by Client)

If a client elects to use margin (subject to custodian approval), margin interest and related fees are charged by the custodian and are separate from our advisory fees. Margin amplifies gains and losses and can affect execution and liquidation priority during market stress (see Item 8 for risks).

Trade Errors

We maintain procedures designed to prevent and correct trade errors. If an error occurs that is caused by us or the executing broker, we (or the broker) will generally bear the resulting loss and will not retain any gain from the correction. If an error is caused by a client (for example, inaccurate instructions in a nondiscretionary account), the client generally bears the loss. Each situation is handled consistent with policy and the client's best interests, taking into account tax and other considerations.

Custodian Provided Tools and NonCash Benefits

We may use custodian-provided technology, research access, educational events, and practice management resources that benefit our firm and may not always directly benefit a particular client account. These benefits do not depend on the amount of brokerage directed to the custodian, but they present a conflict insofar as they make it easier or less costly for us to operate if we recommend that custodian. We disclose this conflict here and monitor our brokerage practices with a view to overall client benefit.

MultiCustodian / HeldAway Accounts

If a household uses more than one custodian (e.g., some accounts at IBKR and others at a client selected broker), trades cannot be aggregated across custodians, and execution timing, fees, available order types, and outcomes may differ by platform. Certain tools (e.g., rebalancing, model synchronization, alerts) may be limited or unavailable on heldaway platforms. Our fiduciary duty applies in all cases; however, the client's platform choice can affect implementation quality and costs.

Item 13: Review of Accounts

Financial Advisors and other Supervised Persons, as appropriate, will review your account and/or financial plan on a periodic basis to evaluate performance, concentration, style drift, cash flows, adherence to investment guidelines or restrictions, investment selection, and asset quality and other metrics of the investment vehicle. FC LLC, if requested, will show you how your investments compare to its peers and/or relevant benchmark and provide other assessments.

At the time of this document, the only Supervised Person who reviews client accounts and financial plans is Andrew J. Lazzeroni, Chief Executive Officer, Chief Investment Officer, and Chief Compliance Officer of FC LLC. No other Supervised Persons participate in client account reviews or have access to client financial information.

In performing its services, FC LLC is not required to verify any information received from the client or from the client's other professionals. Clients are advised to promptly notify us if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon FC LLC's management services. The client can impose restrictions on investing in certain securities or types of securities.

Upon the opening of each account, your investment objectives and strategy are reviewed for approval and consistency. Thereafter, accounts are reviewed on a transaction, monthly, quarterly or annual basis, as applicable, to monitor the account's performance, any individual mutual funds or securities for appropriateness, and certain restrictions that apply. Additional reviews take place during the year as requested by each client. Finally, your custodian will transmit to you a statement of account activity at least quarterly.

In addition to the custodial statements you receive from Interactive Brokers LLC at least quarterly, FC LLC prepares its own written performance and financial reports for clients. These reports are generated using Koyfin and may include market commentary, performance summaries, asset allocation breakdowns, top holdings, risk metrics, fee comparisons, and other analytical exhibits. FC LLC provides these written reports on a quarterly and annual basis as a standard practice, and may also provide monthly for clients who desire more frequent updates. These written reports are considered part of the Firm's official client communications and are maintained in accordance with our books and records obligations.

The frequency, scope, and depth of account reviews vary based on the nature of the client's engagement (e.g., ongoing advisory services versus standalone or project-based financial planning), the services agreed upon in the client's advisory agreement, and client requests. Unless otherwise agreed in writing, FC LLC does not provide continuous, real-time monitoring of client accounts, and review practices are conducted on a periodic or event-driven basis consistent with the agreed service level.

Item 14: Client Referrals and Other Compensation

Economic Benefits from NonClients

We may receive from our recommended custodian (e.g., IBKR) certain products and services at no charge or at a discount, such as trading and account software, market data/research access, technology integrations, education, and practice management resources. These benefits are available to advisers that custody with the platform and do not depend on the amount of brokerage directed. They may benefit our firm and create a potential conflict of interest, which we mitigate by basing our custodian recommendation on overall execution quality and value to clients. (See also Item 12.)

Compensation for Client Referrals

We do not pay cash or noncash compensation to third parties for client referrals, and we do not receive compensation from third parties in connection with referring clients to them. If we engage a solicitor or participate in any referral/marketing program in the future, we will do so under a written agreement and provide all required disclosures to affected clients before or at the time of the referral.

Item 15: Custody

Custodian of Assets

FC LLC does not hold client funds or securities. Client accounts are maintained with a qualified custodian—typically Interactive Brokers LLC (“IBKR”)—which is responsible for safeguarding assets, executing and settling trades, and issuing account statements and confirmations.

Our Custody Status

We do not have authority to withdraw or transfer client assets, we do not debit fees from client accounts, and we do not accept fee prepayments or other arrangements that would cause us to be deemed to have “custody.” We also do not act as trustee for client accounts and we do not sponsor pooled investment vehicles.

Statements from the Custodian (Authoritative Record)

Your custodian provides account statements at least quarterly and trade confirmations after each transaction. Please review those statements carefully and compare them to any portfolio materials you receive from us (if provided). If you see a discrepancy, notify us and the custodian promptly. The custodian’s records are the official record of your account.

Fee Debiting

We invoice advisory fees and clients remit payment directly; we do not debit advisory fees from client accounts. Because we do not debit fees, our billing practices do not trigger custody.

Standing Letters of Authorization (“SLOA”) / ThirdParty Transfers

We do not request or maintain SLOAs or other third party disbursement authorities for client accounts. Clients who wish to move cash or securities provide instructions directly to the custodian (e.g., ACH/wire/ACAT initiated with the custodian). Avoid sending money or securities to FC LLC—we cannot accept or process them.

Checks, Cash, and Physical Securities

We do not accept cash, money orders, third party checks, or physical securities certificates. If something is sent to us in error, we will return or reject it promptly and instruct you to work directly with the custodian.

Online Access and Credentials

For security reasons, we will not request or accept your online banking or custodial login credentials. If a client were to share credentials (not recommended), this could be construed as granting access beyond our intended authority. Do not share your credentials; instead, request that the custodian provide us with appropriate adviser-level view/trade access consistent with your advisory agreement.

Valuation and Pricing

Account valuations reported by the custodian are based on the custodian’s pricing sources and may differ from other data vendors. If you receive any advisory report from us, it may present information in a different format; the custodian’s statements should be treated as controlling in the event of a difference.

Error Handling and Unauthorized Activity

Immediately notify the custodian and FC LLC if you suspect an error, unauthorized activity, or identity theft. The custodian maintains processes for fraud prevention and incident response; we will assist you in coordinating with the custodian as needed.

If Our Practices Change

If we ever obtain authority or adopt practices that would cause us to be deemed to have custody (for example, enabling fee deduction or maintaining SLOA authority), we will amend this Brochure and comply with all applicable custody safeguards (e.g., SLOA conditions, client notices, or—if required—an independent surprise examination).

Item 16: Investment Discretion

FC LLC provides all portfolio management services on a strictly nondiscretionary basis. The Firm does not have authority to place trades on behalf of any client without the client's prior approval. Clients must review and approve each transaction before it is executed.

Because FC LLC does not maintain discretion:

- We do not initiate transactions without prior client instruction.
- We do not rebalance accounts or adjust allocations without client approval.
- We do not determine trade timing, quantities, or selection independently.
- We do not have authority to use margin unless a client separately authorizes a specific transaction and the custodian permits it.

Item 17: Voting Client Securities

FC LLC does not accept authority to vote on client securities. Clients will receive proxy statements and other shareholder solicitations directly from their custodian or the issuer's transfer agent. Clients retain sole responsibility for voting their proxies and making any related elections.

We are available to discuss a particular proposal with you and to provide our general perspective when asked; however, we do not complete, submit, or transmit proxy ballots or provide standing voting instructions on your behalf. We likewise do not provide legal advice or take action regarding class action claims; if we receive such notices in error, we will forward them to you as a courtesy.

For corporate actions that do not involve proxy voting (e.g., tenders, exchange offers, consents), we may help you understand the options, but you (or your authorized agent) must communicate any elections directly to the custodian.

If at some future time we agree in writing to accept proxyvoting authority for certain accounts, we will adopt written proxyvoting policies and procedures, address conflicts of interest, and describe how clients may obtain (i) a copy of those policies and (ii) information about how proxies were voted for their account.

Clients may contact FC LLC with any questions regarding proxies at 757-202-2186 or at cco@ferrantecapitaladvisers.com.

Item 18: Financial Information

Registered investment advisers must provide certain disclosures about their financial condition. FC LLC does not have any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients.

FC LLC does not require or solicit prepayment of advisory fees in excess of \$500 per client, six months or more in advance, which is the threshold applicable to advisers registered in the Commonwealth of Virginia.

FC LLC has not been the subject of a bankruptcy petition.

Item 19: Requirements for State Registered Advisers

Principal Executive Officers and Management Persons

Ferrante Capital LLC (“FC LLC”) is wholly owned by Ferrante Holdings Inc. The Firm’s principal executive officer and management person is Andrew J. Lazzeroni, who serves as Chief Executive Officer, Chief Investment Officer, Chief Compliance Officer, and Managing Member.

Andrew J. Lazzeroni (CRD #8186804) – Chief Executive Officer, Chief Investment Officer, Chief Compliance Officer, and Managing Member

- Education: High school diploma (engineering award).
- Professional Credential: Series 65.
- Business Background: Founder and Managing Member, Ferrante Capital LLC (March 6, 2025–present). Personal/family account portfolio management experience (2023 – 2025) (non-client).

Additional executive officers include Michael A. Licari, President and Chief Operations Officer, and Rocco J. Testa, Chief Strategy Officer.

Mr. Licari and Mr. Testa do not provide investment advice to clients.

Michael A. Licari (CRD #8101738) – President & Chief Operations Officer

- Education: Bachelor’s degree in Finance (in progress). Began January 2023; expected graduation May 2027.
- Business Background: Intern, Merrill Lynch (wealth management), Summer 2025.

Rocco J. Testa (CRD #8186815) – Chief Strategy Officer

- Education: Bachelor’s degree in Finance. Attended Florida Atlantic University (first year) and transferred to Florida State University; graduated May 2025.
- Business Background: None.

Other Business Activities

The Firm’s executive officers are also owners of Falco Systems LLC, a trading-systems licensor. No other outside business activities exist that are material to a client’s evaluation of FC LLC or its advisory services.

Performance-Based Fee Disclosure

FC LLC does not charge performance-based fees and does not manage any account that pays performance-based compensation. See Item 6 for additional detail.

Material Disciplinary Information

Neither Ferrante Capital LLC nor any management person has any disciplinary information material to a client's evaluation of the Firm. If a material disciplinary event occurs, this Brochure will be updated promptly.

Other Relationships or Arrangements

FC LLC and its management persons have no relationships or arrangements with any issuer of securities, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor/syndicator of limited partnerships.

A related person under common control, Falco Systems LLC, is disclosed in Item 10.

Compensation for Client Referrals

FC LLC does not compensate any person, directly or indirectly, for client referrals. The Firm also does not receive referral compensation from any third party.

Financial Condition

FC LLC does not have any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. The Firm does not require or solicit prepayment of advisory fees in excess of \$500, six months in advance, consistent with Virginia requirements.

Availability of Brochure Supplements

A separate Part 2B Brochure Supplement for Andrew J. Lazzeroni, the Firm's investment adviser representative, is available upon request.

Because Mr. Licari and Mr. Testa do not provide advisory services to clients, brochure supplements are not required for them. Clients may request a supplement for any supervised person.

Business Address and Contact Information

Ferrante Capital LLC
805 Saltmeadow Bay Arch, Unit 201
Virginia Beach, VA 23451
Telephone: 757-202-2186
Email: cco@ferrantecapitaladvisers.com

State Registration Disclosure

Ferrante Capital LLC is registered as an investment adviser with the Virginia Division of Securities and Retail Franchising. Registration does not imply a certain level of skill or training.