

# DISCLOSURE BROCHURE

THE INVESTMENT ADVISERS ACT OF 1940 RULE 203-1

**Part 2A of Form ADV: Firm Brochure**



**INDIAN RIVER FINANCIAL GROUP**  
P r o a c t i v e F i n a n c i a l P l a n n i n g

Firm IARD/CRD #: 137197

**Indian River Financial Group, Inc.**  
REGISTERED INVESTMENT ADVISOR

Cover Page **ITEM 1**

This Disclosure Brochure provides information about the qualifications and business practices of Indian River Financial Group, Inc., which should be considered before becoming a client. You are welcome to contact us if you have any questions about the contents of this brochure - our contact information is listed to the right. Additional information about Indian River Financial Group, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

The information contained in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any State Securities Administrator. Furthermore, the term "registered investment advisor" is not intended to imply that Indian River Financial Group, Inc. has attained a certain level of skill or training.

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BROCHURE  
DATED

**1**  
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## MATERIAL CHANGES

ITEM 2

There have been no material changes made to this document since the last revision date indicated on the cover of this Disclosure Brochure.



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	<b>Paul B. Miller</b>	



## ADVISORY BUSINESS

### Who We Are

Indian River Financial Group, Inc. (hereinafter referred to as “Indian River”, the “Company” “we”, “us” and “our”) is a full-services registered investment advisor<sup>1</sup> formed in March 1991 as a Florida corporation. We offer a wide range of financial management services designed to assist you, our client<sup>2</sup>, in achieving your financial goals.

#### Owners

Indian River is controlled by the following person:

Name	Title	CRD#
Paul B. Miller	President & Chief Executive Officer	1759970

#### Assets Under Management

We offer two (2) investment management services: Portfolio Management and Portfolio Monitoring & Selection. All Portfolio Management accounts are discretionary and our Portfolio Monitoring & Selection accounts are non-discretionary, managed by independent third-party money managers (“Portfolio Managers”)<sup>3</sup>. As of January 1, 2015, our assets under management totaled:

Discretionary Accounts.....	\$0
Non-Discretionary Accounts .....	\$26,275,000

### Our Mission

Our mission is to assist you in making wise decisions on the complex financial options available in today’s economic environment. Our success is simple - to provide you with quality information and the resources necessary to fulfill your financial goals and objectives.

### What We Do

We offer financial solutions that stress fiscal responsibility and shrewd planning that is not always about the accumulation of assets, which we believe has little to do with real happiness, but what is best for your personal health and well-being.

Some of the best advice we could ever offer you is that success, achievement, and contentment in life have little to do with personal wealth but are instead related to lifestyle choices. These lifestyle choices are your unique values, life goals, and plans. Therefore the

<sup>1</sup> The term “registered investment advisor” is not intended to imply that Indian River Financial Group, Inc. has attained a certain level of skill or training. It is used strictly to reference the fact that we are “registered” as a licensed “investment advisor” with the Florida Office of Financial Regulation - and with such other State Regulatory Agencies that may have limited regulatory jurisdiction over our business practices.

<sup>2</sup> A client could be a high net-worth individual and their family members, a family office, a foundation or endowment, a charitable organization, a corporation and/or small business, a trust, a guardianship, an estate, another fiduciary, a retirement plan, or any other type of entity to which we choose to give investment advice.

<sup>3</sup> We do not include assets managed by independent Portfolio Managers in our “Regulatory Assets Under Management” calculation in our Form ADV Part 1A, Item 5.F. since we do not manage the securities held in your account on a discretionary or non-discretionary basis. The Portfolio Manager managing your account is required to include your assets in their Discretionary Account totals since they will physically manage the securities.



economic solutions we develop, whether investment management and/or financial planning, reflects how *you* define true wealth, not us. Our services include:

### **Investment Management**

We offer two investment management options based on your financial needs. These services include: (1) Portfolio Management; and (2) Portfolio Selection and Monitoring.

#### **Portfolio Management**

Our Portfolio management strategies focus on designing a portfolio allocation of primarily open-end investment company (“mutual funds”) products, exchange traded funds (“ETFs”), separately managed accounts (“SMAs”), fixed income (“bond”) instruments - specifically ladder bond portfolios, and the occasionally equity (“stock”) positions to achieve the best return on your investment capital. You will find more information about our management services under “Portfolio Management” in Item 5, “Fees & Compensation” below and further description of our investment strategies under Item 8, “Methods of Analysis, Investment Strategies & Risk of Loss.”

#### **Portfolio Monitoring & Selection**

We will recommend a third-party money manager (“Portfolio Manager”) for you to select, whose investment disciplines most closely resemble your investment objectives as outlined in your Investment Policy Statement (“IPS”). Included in your IPS is:

- ❖ An asset allocation study illustrating the balancing of investment return and risk, emphasizing spreading risk among various asset classes and investment vehicles as a classic way to increase portfolio security; and,
- ❖ A recommended Portfolio Manager to implement your asset allocation strategy.

Under these arrangements, we are not involved in the day-to-day management of your portfolio assets. Our responsibility will be to continuously evaluate the performance of your portfolio to ensure the Portfolio Manager adheres to the standards of your IPS and will make recommendations to you regarding the Portfolio Manager as market factors and your personal goals dictate. More information about our “Portfolio Monitoring & Selection” services is available below under Item 5, “Fees & Compensation.”

### **Financial Planning**

Financial planning is an important tool that successful people use to prepare for the various stages of life. However, financial planning requires a lifetime commitment, not only from us, the financial planner, but from you as well.

#### **What is a Financial Plan?**

Financial planning is an evaluation of the investment and financial options available to you based upon your defined goals and priorities. Planning includes: (i) attempting to make optimal decisions; (ii) projecting the consequences of those decisions for you in the form of a financial plan - a working blueprint; and, (iii) implementing the protocol to achieve the objectives of the plan. Once complete, the plan is then used to compare future performance against the working blueprint.

#### **Financial Planning Composition**

A financial plan can be coordinated - a mutually defined review of your personal financial needs; or, targeted - a review, analysis and evaluation of a core area of financial need. In



general, our financial planning may encompass one or more of the following areas of financial need as communicated by you:

- ❖ **Personal** - Family records, budgeting, personal liability, estate information and financial goals.
- ❖ **Education** - Education IRAs, financial aid, and state savings plans including 529 plans, grants and general assistance in preparing to meet dependents' continuing education needs.
- ❖ **Taxes and Cash Flow** - Understanding the impact of various investments on current and future income tax liability.
- ❖ **Survivor and Beneficiary Planning** - Cash needs at death, income needs of surviving dependents, estate planning and income analysis.
- ❖ **Estate** - Reviewing wills, trusts, powers of attorney, living trusts, and other estate planning documents to determine if you should seek the assistance of an estate planning attorney.
- ❖ **Retirement** - Analysis of current strategies and investment plans to help achieve retirement goals.
- ❖ **Investments** - Analysis of investment alternatives including risk and return analysis and their effect on your investment portfolio(s). Assessment of your risk tolerance profile.
- ❖ **Real Estate** - Analysis of real estate investment opportunities.
- ❖ **Insurance** - Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.

### Preparing the Financial Plan

In the development of your financial plan we will follow the Financial Planning Practice Standards process established by the Certified Financial Planner Board of Standards, Inc. Your financial plan will be prepared in four (4) phases. These phases are defined as follows:

#### **Phase I - DISCOVERY**

Through the detailed assessment process, we learn about you and what you want to achieve. This is accomplished through personal interviews and profile questionnaires,<sup>4</sup> which are designed to address all of the financial planning disciplines discussed above. You will have the opportunity to prioritize your objectives and to remove from the process any areas that are not applicable to your circumstances.

The time we invest in this detailed assessment process to listen and cater to your desires is critical for developing a strong financial planning foundation. Such time helps to:

- ❖ Define and narrow objectives and investment options;
- ❖ Stimulate creative thinking;
- ❖ Identify areas of greatest concern;
- ❖ Cultivate peace of mind;
- ❖ Create an accurate picture of your overall financial personality; and,
- ❖ Provide an effective and efficient way for us to address your unique financial needs and objectives.

<sup>4</sup> The profile questionnaire we use is an important tool in gathering information about your investment methodology, risk tolerance, income/tax bracket, liquidity, time horizons, etc. If you elect not to answer the questionnaire or choose to respond with limited input, it is possible that we could operate in a handicapped capacity contrary to your investment needs. Therefore, if you desire the most effective and accurate recommendations regarding your managed account(s), you should make every effort to provide us with your detailed personal needs and objectives, along with detailed financial and tax information.



After the interview process, we will prepare an agenda and conduct a meeting with you to begin formally documenting your goals and objectives. From this meeting, we will draft a report documenting the financial planning process disciplines that you wish to address, detailing the specific objectives under each discipline. Redrafting and meetings can be repeated until you are completely satisfied with the report. Depending upon the engagement, different levels of financial reporting will be undertaken. At a minimum, a statement of net worth, designed for financial planning use only, will be prepared.

This phase helps you think clearly and confidently about the problem(s). The objective is to generate CLARITY regarding your greatest dangers and opportunities.

### **Phase II - SOLUTIONS**

We define the financial plan as a road map designed to take you from where you currently are financially, to where you want to be financially. This is the creative portion of the process. There are usually many different ways to accomplish a given goal. The objective, however, is to formulate a plan that you will be comfortable executing. In some cases, the drafting of the plan reveals the need for us to help you reconcile the gap between your expectations and your financial realities. Once a viable plan has been drafted, it is presented to you and reviewed. The draft and review process may be repeated until you are satisfied with the financial plan.

This phase helps you think about the solutions. The objective is to evaluate and DECIDE which strategies effectively eliminate dangers and capture opportunities.

### **Phase III - IMPLEMENTATION**

A financial plan is of limited value if it is not put into action. Accordingly, we assist you with implementing<sup>5</sup> and monitoring the plan. The implementation schedule provides you with a list of tasks and deadlines designed to ensure that you put your plan into action. The following are some examples of implementation:

- ❖ Drafting of appropriate estate documents (performed by estate planning attorney).
- ❖ Purchase of various insurance policies (provided by our licensed insurance agents or another independent agent of your choice).
- ❖ Investment advisory services, including preparation of an IPS and implementing your asset allocation strategy (performed by us, or another investment adviser/broker-dealer of your choice).
- ❖ Adopting and monitoring of a personal budget.
- ❖ Ongoing income tax planning (prepared by a Certified Public Accountant).

This phase is focused on implementing the selected solution. The objective is to achieve the desired RESULT.

### **Phase IV - MANAGEMENT**

Once the plan has been built and the recommendations have been implemented it is critical that these recommendations be monitored on a continuing basis to ensure that they remain consistent with your IPS. This process requires periodic rebalancing of the portfolio to ensure your original objectives are maintained. Continued monitoring of established personal budgets and the continued effects of taxation on the plan are assessed regularly at your option per the Client Planning Agreement.

<sup>5</sup> Implementing the recommendations made in a financial plan often requires consultation or coordination with one or more outside professionals (e.g. attorneys, CPAs, insurance agents, and securities representatives). Your confidential information will be disclosed to third parties only with mutual consent or as may be permitted or required by law.



This phase focuses on management. The objective is to ensure the results achieved are maintained over time. This phase provides long-term continuity and **CONFIDENCE**.

You will find more information about our financial planning fees under “Financial Planning” below in Item 5, “Fees & Compensation”.

## FEES & COMPENSATION

ITEM 5

### Portfolio Management

Portfolio management is provided on an asset-based fee arrangement. Our management fee is calculated based on the aggregate market value of your account on the last day of the previous calendar quarter multiplied by one-fourth of the corresponding annual percentage rate (i.e.,  $1.25\% \div 4 = 0.3125\%$ ).

We retain discretion to negotiate the management fee lower on a client-to-client basis depending on the size and complexity of the portfolio managed. Generally, fee breaks occur as assets in your portfolio increase past the following tiers:

Account Value	Annual Fee Rate Not to Exceed
Up to \$250,000 .....	1.25%
\$250,001 to \$1,000,000 .....	1.00%
\$1,000,001 to \$3,000,000 .....	0.80%
\$3,000,001 to \$5,000,000 .....	0.60%
Over \$5,000,000 .....	0.50%

We have a **\$1,250 minimum annual fee** requirement (\$312.50 billed quarterly), which may be waived or reduced if we feel circumstances are warranted. Accounts with **portfolio values that fall below \$100,000 will be subject to this minimum annual fee**, which can exceed our highest published 1.25% Annual Fee Rate (e.g., a managed account of \$50,000 with a minimum annual fee charge of \$1,250, will translate into an annual fee rate of 2.50%). Keep in mind, the further your portfolio value drops below \$100,000 the higher the annual fee rate.

The portfolio management fee will be fully disclosed to you in an Investment Advisory Agreement prior to conducting any investment management services.

### Protocols for Portfolio Management Services

The following protocols establish how we handle our portfolio management accounts and what you should expect when it comes to: (i) managing your account; (ii) your bill for investment services; and (iii) other fees charged to your account(s).

#### Discretion

We will establish discretionary trading authority on all management accounts to execute securities transactions at anytime without your prior consent or advice.





### Billing

Your account will be billed quarterly in advance based on the aggregate fair market value of your account on the last day of the previous calendar quarter. For new managed accounts, if your account was opened in mid-quarter, our fee will be based upon a pro-rata calculation of the fair market value of your assets to be managed for the period.

Advisory fees will be taken first from free credit balances or from any money market funds or balances. If such assets are insufficient to satisfy payment of such fees, a portion of the account assets will be liquidated to cover the fees. Such liquidation may affect the relative balances of the account.

### Deposits and Withdrawals

Assets deposited by you into your portfolio management account between billing cycles will not result in additional management fees being billed to your account unless such deposits exceed \$25,000. Such deposits of this amount or greater, in most cases, will require modifications and adjustments to your investment allocation. Therefore, we reserve the right to bill your account a pro-rated fee based upon the number of days remaining in the current quarterly period for deposits exceeding the above amount.

For assets you may withdraw during the quarter, we **do not make partial refunds** of our portfolio management fee. Just as with deposits, withdrawals from your account will require modifications and adjustments to be made to correct the allocation of assets in your portfolio.

### Fee Exclusions

The above fees for all of our management services are exclusive of any charges imposed by the custodial firm including, but not limited to: (i) any Exchange/SEC fees; (ii) certain transfer taxes; (iii) service or account charges, including, postage/handling fees, electronic fund and wire transfer fees, auction fees, debit balances, margin interest, certain odd-lot differentials and mutual fund short-term redemption fees; and (iv) brokerage and execution costs associated with securities held in your managed account. There can also be other fees charged to your account that are unaffiliated with our management services.

In addition, all fees paid to us for portfolio management services are separate from any fees and expenses charged on mutual fund shares by the investment company or by the investment advisor managing the mutual fund portfolios. These expenses generally include management fees and various fund expense, such as: redemption fees, account fees, and purchase fees may occur but are the exception within managed accounts at institutional custodians. A complete explanation of these expenses charged by the mutual funds is contained in each mutual fund's prospectus. You are encouraged to carefully read the fund prospectus.

### Termination of Investment Services

To terminate investment advisory services, either party (you or us) by written notification to the other party, may terminate the Investment Advisory Agreement at any time, provided such written notification is received at least 30 days prior to the date of termination. Such notification should include the date the termination will go into affect along with any final instructions on the account (i.e., liquidate the account, finalize all transactions and/or cease all investment activity).

In the event termination does not fall on the last day of a calendar quarter, you shall be entitled to a pro-rated refund of the prepaid quarterly management fee based upon the number of days remaining in the quarter after the termination notice goes into affect. Once



the termination of investment advisory services has been implemented, neither party has any obligation to the other - we no longer earn management fees or give investment advice and you become responsible for making your own investment decisions.

## Portfolio Monitoring & Selection

Under the arrangements with the Portfolio Managers, we are not involved in the day-to-day management of your portfolio assets. **Our responsibility to the Portfolio Manager(s)** will be to ensure you meet their minimum qualifications. Once your account has been established we will provide all administrative and clerical duties as may be required to service your account. The Portfolio Manager(s) may have little or no direct contact with you.

**Our responsibility to you** will be to continuously evaluate the performance of your portfolio to ensure the Portfolio Manager adheres to the standards of your IPS and will make recommendations to you regarding the Portfolio Manager as market factors and your personal goals dictate.

### Portfolio Monitoring & Selection Fee

Just as with our Portfolio Management services, Portfolio Monitoring & Selection is provided on an asset-based fee arrangement. The monitoring fee is calculated based on the aggregate market value of your account on the last day of the previous calendar quarter multiplied by one-fourth of the corresponding annual percentage rate (i.e.,  $1.25\% \div 4 = 0.3125\%$ ).

We retain discretion to negotiate the monitoring fee on a client-to-client basis depending on the size and complexity of your portfolio monitored account. Additionally, fee breaks will occur as assets in your portfolio monitored account increase past the following tiers:

Account Value	Annual Fee Rate Not to Exceed
Up to \$250,000 .....	1.25%
\$250,001 to \$1,000,000 .....	1.00%
\$1,000,001 to \$3,000,000 .....	0.80%
\$3,000,001 to \$5,000,000 .....	0.60%
Over \$5,000,000 .....	0.50

**Note:** This is a generalized fee schedule that may be modified depending on the Portfolio Manager selected for your portfolio. In addition, account minimums will vary from Portfolio Manager to Portfolio Manager. **We will discuss all fees and billing arrangements with you prior to opening any account with a Portfolio Manager.** We want you to clearly understand the management arrangements for your account.

### Portfolio Managers Fee Structure

The Portfolio Managers who will be used to manage your account(s) will disclose their fees for management services in their Disclosure Brochures (the Portfolio Manager's ADV Part 2A: Firm Brochure or Part 2A Appendix 1: Wrap Fee Program Brochure), **which we will provide you prior to, or at the same time as, opening an account.** The fees that will be charged to your account(s) will include: (1) The Portfolio Manager's management fee; (2) Our Portfolio Monitoring & Selection Fee (see fee schedule above) that the Portfolio Manager **will pay us**



from the total management fee they collect; and, (3) Trading commissions and/or account charges, depending on if the Portfolio Manager is “wrapping” all the fees, which may be imposed by the custodian or broker/dealer used to custody your account(s).

The Portfolio Manager’s Disclosure Brochure contains all pertinent disclosures relating to their management services, fee structure for such services, and their termination provisions - **you are encouraged to carefully review these disclosures.**

### Protocols for Portfolio Monitoring & Selection

You will want to consult the Portfolio Manager’s Disclosure Brochure for their policies on how they will handle your account; such as, billing, deposits and withdrawals, fee exclusions, termination, and any other unique advisory costs associated with their service since we **do not take discretion** over the management of your account and we **do not handle any of the billing**. We will discuss these arrangements with you when we go to open your account with a Portfolio Manager; however, you are encouraged to read their terms for management on your own - don’t take our word for it!

## Financial Planning

How we charge to develop a financial plan depends on the size, complexity, and nature of your personal and financial situation and the amount of time it will take to analyze and summarize the plan and perform the services you desire.

### Planning Fees

#### **Coordinated**

All coordinated financial planning services are offered on a fixed fee basis, as indicated below. Such fee will be fully disclosed up-front in a Client Planning Agreement (“Agreement”), which will include the cost<sup>6</sup> to review your financial information and prepare the coordinated financial plan.

We will work with you in developing your financial plan using the four (4) phases listed above in Item 4, “**Advisory Business**” under “What We Do.” The first three (3) phases are DISCOVERY, SOLUTIONS, and IMPLEMENTATION phases for which there is an **Initial Fee**. The fourth phase is ongoing MANAGEMENT, for which there is an **Annual Fee**.

Investment Net Worth <sup>*</sup>	Initial Fee <sup>†</sup>	Annual Fee <sup>†</sup>
Less than \$1,000,000.....	\$1,500	\$500
Between \$1,000,000 and \$3,000,000 .....	\$2,500	\$750
Between \$3,000,000 and \$10,000,000 .....	\$3,000	\$1,000
Over \$10,000,000 .....	\$4,500	\$1,500

<sup>\*</sup> “Investment Net Worth” is defined to include 100% of those assets that we assist with strategic decisions and ongoing counsel. Assets include: All investments and securities (including both taxable and tax-deferred), trusts, stock options, retirement plans, IRA’s, custodial accounts, investment real estate, limited partnerships, LLC’s, and variable insurance products. “Investment Net Worth” does not include: Your personal use assets (such as residences and vehicles), collectibles (such as artwork and coins), defined benefit retirement plans, and Social Security benefits.

<sup>†</sup> We retain discretion to modify the above fee structure depending on the size, complexity, and nature of your personal and financial situation and the amount of time it will take to analyze and summarize the financial plan and perform the services you desire. The fees may be negotiable on a client-to-client basis.

<sup>6</sup> Rarely will a fee exceed those costs outlined in the Agreement. However, there can be instances where we did not contract with you to perform a particular task and therefore merit notifying you of the additional cost prior to beginning such services.



We require one-half the **Initial Fee** be paid at the time the Agreement is signed, with the remaining balance billed upon completion of the financial plan<sup>7</sup>.

### Targeted

If you desire only targeted planning - review, analysis and evaluation of a core area of financial need - the fee will be billed at our rate of \$195 per hour<sup>8</sup>. All fees will be completely itemized in a billing statement to you, or as otherwise predetermined in a proposal, engagement letter and/or by retainer.

### Annual Retainer Fee

It is important to note that any planning is kinetic (always in motion) and alive. A financial plan is a roadmap that is only as good as how well it reflects your current economic position to then guide you on a clear path to a future financial destination. However, at any point in your life you can veer off course, intentionally or unintentionally, as circumstances take you down another path. Our annual financial plan review is designed to systematically address these unexpected diversions and continually keep you on the right road headed to your future financial destination.

Therefore, we strongly suggest that the overall financial plan be reviewed not less than on an annual basis. After the first anniversary of the completion of your financial plan, we may suggest that Agreement be renewed for updating the financial plan, in whole or in part. The type of planning to be done and the amount of the fee will be set forth in an invoice. Your payment of the invoice will constitute a renewal of the Agreement under terms of the invoice. Both parties retain the right not to renew.

### Termination

You can terminate the Agreement at any time prior to the presentation of any financial planning documents. We will be compensated through the date of termination for time spent in design of such financial documents at the hourly rate agreed to in the Agreement. If you have prepaid any fees, such fees will be returned on a pro-rata basis. After the financial plan has been completed and presented to you, termination of the Agreement is no longer an option.

## PERFORMANCE-BASED FEES & SIDE-BY-SIDE MANAGEMENT

ITEM 6

We do not charge fees based on a share of capital gains or the capital appreciation of the assets held in your accounts.

## TYPES OF CLIENTS

ITEM 7

The types of clients we offer advisory services to are described above under “Who We Are” in the Item 4, the “Advisory Business” section. Our minimum fee for portfolio management is

<sup>7</sup> The recommendations made in a financial plan are generally completed within 30 to 45 days from you signing the Agreement. However, implementing the plan using outside professionals (i.e., attorneys, CPAs, etc...) may require additional time that is out of our control. Therefore when we refer to the completion of the financial plan, we are referring to us (you and Indian River) finalizing your financial benchmarks/objectives before approaching any outside professional.

<sup>8</sup> For a Targeted Financial Plan, Indian River requires a minimum of four hours consultation to address your personal and financial needs.



disclosed above under “Portfolio Management” in Item 5 above in the, “Fees & Compensation” section of this Brochure.

## METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS

ITEM 8

### Portfolio Management - Analysis, Investment Strategies & Managing Risk

Our portfolio management services are designed to build long-term wealth while maintaining risk tolerance levels acceptable to you. We combine your financial needs and investment objectives, time horizon, and risk tolerance to yield an effective investment strategy. Your portfolio is then tailored to these unique investment parameters using primarily open-end investment company (“mutual funds”) products, exchange traded funds (“ETFs”), separately managed accounts (“SMAs”), fixed income (“bond”) instruments - specifically ladder bond portfolios, and the occasionally equity (“stock”) position.

In addition, depending on your risk tolerance, we may also recommend using the following investment vehicles to achieve your desired investment objective: derivatives (i.e., options, commodities, etc.), leveraged index funds, closed-end funds, traded Master Limited Partnerships, hedge funds, private placements, and other publicly traded securities. However, these investment vehicles bring on a different risk dynamic. If we recommend investment in one of these securities, we will discuss with you the limitations of such security and the potential risk factors to your portfolio.

#### Methods of Analysis

In analyzing mutual funds, ETF and SMA asset classes, bonds, and stocks to develop an efficient asset allocation portfolio, we will use a combination of analysis techniques to gathering information and to guide us in our management decisions.

##### Fundamental Analysis

Fundamental analysis considers: efficiency ratios, growth rates, enterprise value, economic conditions, earnings, cash flow, book value projections, industry outlook, politics (as it relates to investments), historical data, price-earnings ratios, dividends, general level of interest rates, company management, debt ratios and tax benefits.

##### Technical Analysis

Technical analysis utilizes current and historical pricing information to help us identify trends in the broader domestic and foreign equity and fixed income markets, and in the underlying assets themselves. This may involve the use of various technical indicators, such as moving averages and trend-lines, among others.

##### Cyclical Analysis

Market cycles provide historic tried and true timing mechanisms to indicate turning points in future market prices. By tracking historic data through charts and graphs we can improve entry and exit strategies.

Fundamental analysis provides us with a broad long-term view of a security that begins with determining a company’s value and the strength of its financials while technical analysis is short-term focusing on the statistics generated by market activity. Cyclical analysis provides us with historical data on market trends to focus our technical analysis for ideal entry/exit points.



## Investment Strategies

We are not bound to a specific investment strategy or ideology for the management of your investment portfolio except for how such strategy might affect the risk tolerance levels we pre-defined for you in your investment plan. However, our investment strategies generally incorporate these methodologies:

### Modern Portfolio Theory

Modern Portfolio Theory (“MPT”)<sup>9</sup> is the analysis of a portfolio of stocks as opposed to selecting stocks based on their unique investment opportunity. The objectives of MPT is to determine your preferred level of risk then construct a portfolio that seeks to maximize your expected return for that given level of risk. Our investment methodology follows five (5) basic premises, each of which is derived from MPT.

1. You, as with all clients, are inherently risk-averse.
2. The markets are basically efficient.
3. The focus of attention is shifted away from individual securities analysis to consideration of portfolios as a whole, predicated on explicit risk-reward parameters.
4. For any level of risk that you are willing to accept, there is a rate of return that should be targeted.
5. Portfolio diversification is not so much a function of how many issues are involved, but more a function of the relationships and proportions of each asset to other correlating assets.

### Asset Allocation

Asset Allocation is a broad term used to define the process of selecting a mix of asset classes and the efficient allocation of capital to those assets by matching rates of return to a specified and quantifiable tolerance for risk. From this we may use more narrow and aggressive Asset Allocation derivatives. We have developed five model portfolio structures that are used as Asset Allocation guideline models in designing investment portfolios. Each model consists of a different “target” Asset Allocation comprised of different asset classes<sup>10</sup> - spreading money among a variety of investments as opposed to investing in just one - creating a more prudent approach to managing risk. The investment mix is uniquely designed to achieve the desired investment return. The selected stocks, bonds, and other investment vehicles in your investment portfolio are diversified to reflect their risk profile. Typical composition mix classifications:

Asset Allocation Model	Percentage of		
	Stocks	Bonds	Cash
Aggressive	90% - 100%	0%	0% - 10%
Growth	70% - 80%	10% - 20%	0% - 10%
Balanced	40% - 60%	40% - 60%	0% - 10%
Moderate	20% - 30%	70% - 80%	0% - 10%
Conservative	10% - 20%	80% - 90%	0% - 10%

Such allocation guidelines are a representation of a typical account composition but should not be construed as absolute. Ultimately, the exact composition makeup and allocation of securities are determined by the client’s investment parameters, which can compose a more detailed and/or complex structure.

<sup>9</sup> Modern Portfolio Theory was developed and introduced by Harry M. Markowitz in his paper “Portfolio Selection” published in 1952 by the *Journal of Finance*.

<sup>10</sup> The different asset classes include: Large-Cap U.S. Value Stocks; Large-Cap U.S. Growth Stocks; Mid-Cap U.S. Value Stocks; Mid-Cap U.S. Growth Stocks; Small-Cap U.S. Value Stocks; Small-Cap U.S. Growth Stocks; International Stocks; Fixed Income, and Cash.



### Dollar-Cost Averaging

Dollar-cost averaging is the technique of buying a fixed dollar amount of securities at regularly scheduled intervals, regardless of the price per share. This will gradually, over time, decrease the average share price of the security. Dollar-cost averaging lessens the risk of investing a large amount in a single investment at the wrong time.

### Managing Risk

The biggest risk to you is the risk that the value of your investment portfolio will decrease due to moves in the market. This risk is referred to as the **market risk** factor, also known as variability or volatility risk. Other important risk factors:

- ❖ **Interest Rate Risk** - Interest rate risk affects the value of bonds more than stocks. Essentially, when the interest rate on a bond begins to rise, the value (bond price) begins to drop; and vice versa, when interest rates on a bond fall, the bond value rises.
- ❖ **Equity Risk** - Equity risk is the risk that the value of your stocks will depreciate due to stock market dynamics causing one to lose money.
- ❖ **Currency Risk** - Currency risk is the risk that arises from the change in price of one currency against that of another. Investment values in internationally securities can be affected by changes in exchange rates.
- ❖ **Inflation Risk** - The reduction of purchasing power of investments over time.
- ❖ **Commodity Risk** - Commodity risk refers to the uncertainties of future market values and the size of future income caused by the fluctuation in the prices of commodities (i.e., grains, metals, food, electricity, etc...).

The risk factors we have cited here are not intended to be an exhaustive list, but are the most common risks your portfolio will encounter. Other risks that we haven't defined could be political, over-concentration, and liquidity to name a few. However notwithstanding these risk factors, the most important thing for you to understand is that regardless of how we analyze securities or the investment strategy and methodology we use to guide us in the management of your investment portfolio, **investing in a security involves a risk of loss that you should be willing and prepared to bear; and furthermore, past market performance is no guarantee that you will see equal or better future returns on your investment.**

### Portfolio Selection & Monitoring - Analysis, Investment Strategies & Managing Risk

With the use of Portfolio Managers, focus of our selection and monitoring is to balance investment return and risk, with the emphasis on spreading risk among asset classes. The specific methods of analysis, investment strategies, and risk management will be handled at the discretion of the Portfolio Manager.

We will perform a due-diligence review of our current and prospective Portfolio Managers to evaluate:

- ❖ **Regulatory Oversight:** Show proper licensure as: (a) a bank/trust company, (b) an insurance company, (c) a registered investment company, or (d) a registered investment advisor. In addition, a clear track record of compliance and understanding of their fiduciary duties.
- ❖ **Track Record:** The Portfolio Manager should have at least three years of history so that performance statistics can be properly calculated.
- ❖ **Stability:** The same management team should be in place for at least two years. This reflects team unity and balance.





- ❖ **Composition:** At least 80% of the Portfolio Manager's underlying securities investments should be consistent with the broad asset class.
- ❖ **Performance:** The Portfolio Manager's investment performance should show a competitive advantage relative to their peer group in both up and down markets. This reflects an investment knowledge and understanding of the inner-workings of the securities markets.

In monitoring the investment performance of Portfolio Managers, we will utilize the above criteria to trigger when we should more closely scrutinize a particular Manager for possible replacement.

## DISCIPLINARY INFORMATION

ITEM 9

We have no legal or disciplinary events to report.

## OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS

ITEM 10

### Insurance Company Activities & Affiliations

Certain of our management persons are licensed as resident life, health, and fixed annuity insurance agents by the State of Florida and may be licensed as non-resident agents in other states. Each agent is licensed to sell insurance-related products and earn commissions from the sale of these products.

For further information on the potential conflicts and economic benefits from these activities by management persons who hold the above licenses, see "Financial Planning Compensation" below under Item 14, "Client Referrals & Other Compensation" of this Brochure. In addition, more information about our management persons who offer investment advice and their insurance activities can be found in their individual "Brochure Supplements."

## CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

ITEM 11

### Code of Ethics

As a fiduciary, Indian River has an affirmative duty to render continuous, unbiased investment advice, and at all times act in your best interest. To maintain this ethical responsibility, we have adopted a Code of Ethics that establishes the fundamental principles of conduct and professionalism expected by all personnel in discharging their duties. This Code is a value-laden guide committing such persons to uphold the highest ethical standards, rooted in the most elementary maxim - to do right by others. Our Code of Ethics is designed to deter inappropriate behavior and heighten awareness as to what is right, fair, just and good by promoting:

- ❖ Honest and ethical conduct.
- ❖ Full, fair and accurate disclosure.
- ❖ Compliance with applicable rules and regulations.
- ❖ Reporting of any violation of the Code.





#### ❖ Accountability.

To help you understand our ethical culture and standards, how we control sensitive information and what steps have been taken to prevent personnel from abusing their inside position, a copy of our Code of Ethics is available for review upon request.

### Client Transactions

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We have a fiduciary duty to ensure that your welfare is not subordinated to any interests of ours or any of our personnel. The following disclosures are internal guidelines we have adopted to assist us in protecting all of our clientele.

#### Participation or Interest

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It is against our policies for any of our personnel to invest with you or with a group of clients, or to advise you or a group of clients to invest in a private business interest or other non-marketable investment unless prior approval has been granted by Mr. Paul B. Miller, and such investment is not in violation of any SEC and/or State rules and regulations.

#### Class Action Policy

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Indian River, as a general policy, does not elect to participate in class action lawsuits on your behalf. Rather, such decisions shall remain with you or with an entity you designate. We may assist you in determining whether you should pursue a particular class action lawsuit by assisting with the development of an applicable cost-benefit analysis, for example. However, the final determination of whether to participate, and the completion and tracking of any such related documentation, shall generally rest with you.

### Personal Trading

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Since we primarily use mutual funds, these personal trading policies are primarily directed to transactions in ETF, bond, and stocks.

Employees of ours are permitted to personally invest their own monies in securities, which may also be, from time to time, recommended to you. Most of the time, such investment purchases are independent of, and not connected in any way to, the investment decisions made on your behalf. However, there may be instances where investment purchases for you may also be made in an employee's account. In these situations we have implemented the following guidelines in order to ensure our fiduciary integrity:

1. No employee acting as an Investment Advisor Representative ("RA"), or who has discretion over your account, shall buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information is also available to the investing public on reasonable inquiry. No employee of ours shall prefer his or her own interest to that of yours or any other advisory client.
2. We maintain a list of all securities holdings for all our access employees. Our Chief Compliance Officer reviews these holdings on a regular basis.
3. We require that all employees act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
4. Bunched orders (See "Trading Allocation" above) may include employee accounts. In such cases, priority and advantage will be given to satisfy your order first regardless of the situation.
5. Any individual not in observance of the above may be subject to termination.



Personal trading activities are monitored by Paul B. Miller to ensure that such activities do not impact upon your security or create conflicts of interest.

## BROKERAGE PRACTICES

ITEM 12

### Custodial Services

Indian River has custodial arrangements with Shareholder Services Group, Inc. (“SSG”), a licensed broker-dealer (member FINRA/SIPC), through their clearing firm Pershing, LLC. SSG offers us services which include custody of securities, trade execution, clearance and settlement of transactions.

Our recommendation for you to custody your assets with SSG has no direct correlation to the services we receive from SSG and the investment advice we offer you, although we do receive economic benefits through our relationship with SSG that are typically not available to SSG retail clients. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a dedicated trading desk; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to accounts); the ability to have advisory fees deducted directly from accounts; access to an electronic communications network for order entry and account information; and access to mutual funds with no transaction fees and to certain institutional money managers.

We are not a subsidiary of, or an affiliated entity of SSG. We have sole responsibility for investment advice rendered, and our advisory services are provided separately and independently from SSG.

### Direction of Transactions and Commission Rates (Best Execution)

**We have a fiduciary duty to put your interests before our own.** SSG’s advisory support services create an economic benefit to us and a potential conflict of interest to you; in that, our recommendation to custody your account(s) with SSG may have been influenced by these arrangements/services. This is not the case; we have select SSG as the custodian of choice based on:

1. SSG’s competitive transaction charges, trading platform, and on-line services for account administration and operational support.
2. SSG’s general reputation, trading capabilities, investment inventory, their financial strength, and our personal experience working with SSG staff.

Since we do not recommend, suggest, or make available a selection of custodians other than SSG, and we have not verified whether their transaction fees are competitive with another custodian, **best execution may not always be achieved.** Therefore, **you do not have to accept our recommendation to use SSG as your custodian.** However if you elect to use another custodian, **we may not be able to provide you complete institutional services.**



## Selection of Portfolio Managers

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We will make available a select group of Portfolio Managers from which you may choose to manage your account(s). We will assist you in determining which will provide the most effective financial growth based upon your stated investment objectives and risk tolerance level as outlined in your IPS.

While we have exercised our best efforts evaluating the investment performance and cost of service offered by these Portfolio Managers, we make no representation that the Portfolio Manager in which we refer you has the best investment performance or has the lowest portfolio management costs. In addition, your selection of such Portfolio Managers will be limited to those with whom we have entered into service agreements. Therefore, it is possible that you might be able to contract for similar services elsewhere or separately, with higher performance at lower cost.

## Aggregating Trade Orders

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Since we primarily use mutual funds, these trading allocation policies are primarily directed to transactions in ETF, bond, and stocks.

Our objective in order execution is to act fairly, impartially, and to take all reasonable steps to obtain the best possible results (known as “best execution”) for our clients. Therefore, we will not bunch (aggregate) orders for a block trade unless: (i) the bunching of orders is done for the purpose of achieving best execution; and (ii) no client is systematically advantaged or disadvantaged by bunching the orders.

In consideration of these objectives, we will take into account the unique execution factors of the buy/sell order before bunching accounts for a block trade. A few of those factors are:

- ❖ **Security Trading Volume** - Bunching orders in a block trade can secure price parity and continuity for our clients during heavy trading activity.
- ❖ **Number of Clients** - The fewer the number of client accounts involved in the bunched order may not yield better pricing or order execution; it may be more advantageous to perform an individual market order for each client. In addition preparing individual market orders, for the small number of accounts involved, may be quicker to complete than preparing a bunch order.
- ❖ **Financial Instruments** - The type of security involved as well as the complexity of order can affect our ability to achieve best execution.

## REVIEW OF ACCOUNTS

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ITEM 13

### Portfolio Management Reviews

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Each account is reviewed on an ongoing basis to ensure that your needs and objectives are being met. All accounts are reviewed in the context of your stated investment objectives and guidelines as dictated by your IPS. Cash needs will be adjusted as necessary.

You will receive monthly statements from SSG where your account(s) are custodied. You are encouraged to review each statement which summarizes the specific investments held, the value of your portfolio and account transactions.



You are also encouraged to review with us investment strategies and account performance on an annual basis. Material changes in your personal circumstances, the general economy, or tax law changes can trigger more frequent reviews. However, it is your responsibility to communicate these changes to us so that the appropriate adjustments can be made.

### **Portfolio Monitor & Selection Reviews**

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The RA over your account will continuously monitor and evaluate the Portfolio Managers performance on a regular basis. We understand your goals and tolerance for risk may change over time; therefore, even though we are not involved in any way with the day-to-day management of your assets maintained with a Portfolio Manager(s), the RA over your account will supervise your portfolio and will make recommendations to you regarding the Portfolio Manager(s) as market factors and your personal goals dictate.

### **Financial Planning Reviews**

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The financial planner who has designed your financial plan will work closely with you to be sure the action points identified in the financial plan have been or are being properly executed. Once the action points have been completed, the financial plan should be reviewed at least annually. Material changes in your lifestyle choices, personal circumstances, the general economy, or tax law changes can trigger more frequent reviews. However, it is your responsibility to communicate these changes to us so that the appropriate adjustments can be made.

## **CLIENT REFERRALS & OTHER COMPENSATION**

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ITEM 14

### **Referral Compensation**

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We may directly compensate persons/firms for client referrals, provided that those persons are qualified and have entered a solicitation agreement with us. Under such arrangements, if you were referred to us by a solicitor, the solicitor will provide complete information on our relationship and the compensation that solicitor will receive should you choose to open an account. In no case will the fee that you pay be higher than it would be if you had dealt directly with us. In addition, we will adhere to each State's rules and regulations where the Solicitor resides prior to entering into any solicitation agreement with that person/firm.

### **Other Compensation (Indirect Benefit)**

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Indian River receives an indirect economic benefit from SSG (See "Custodial Services" above under Item 12, "Brokerage Practices" for more detailed information on these services and products could be.).

### **Financial Planning Compensation**

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Certain of our Investment Advisor Representatives ("RAs") are also licensed insurance agents (See "Insurance Company Activities & Affiliations" above in Item 10, "Other Financial Industry Activities & Affiliations" for more information.). This creates an incentive for each RA to recommend only those products in which they will receive a commission. Consequently, the objectivity of the advice rendered to you could be subjective and create a disadvantage.



There are also potential conflicts of interest when an RA preparing a financial plan suggests the need for outside consultations and professional services (i.e., attorneys, accountants, etc.) to implement certain aspects of an estate or financial plan. Even though we do not share in any fees earned by the outside professionals when implementing a financial plan, it does create an incentive on our part to refer your business to only those professionals that in turn refer potential clients to us. This can eliminate the possibility for you to be referred to someone who may provide equivalent professional services, and possibly at a lower cost.

Therefore, to ensure you understand the full relationship of our RAs to any related persons and outside parties that they may refer your business, as well as the choices and risks you have in receiving investment and financial planning services, the following disclosures are provided:

- ❖ You are under no obligation to have any related parties that we recommend prepare planning documents (i.e.; financial, estate, tax, etc...). **You are free to choose those outside professionals to implement the recommendations made in the financial plan.**
- ❖ Certain aspects of a financial plan require the assistance of a Registered Representative of a broker-dealer and/or licensed insurance agent of insurance company to execute the transaction. Regardless of who performs the transaction(s), **such person will be entitled to earn a commission.**
- ❖ If requested by you to implement any insurance recommendations made in the financial plan, the RA will execute such transactions through those insurance companies in which they are licensed insurance agent. In such cases, **the RA will receive the normal commissions associated with such insurance transactions.**
- ❖ Indian River does not receive any economic benefit from referring you to another professional without first notifying you of such possibilities.

Notwithstanding such potential conflicts of interest, our RAs strive to serve your best interest and ensure such disclosure is being properly made to you in compliance with the Investment Adviser Act of 1940, Rule 275.206.

## CUSTODY

ITEM 15

### Management Fee Deduction

We do not take possession of or maintain custody of your funds or securities, but will simply monitor the holdings within your portfolio and trade your account based on your stated investment objectives and guidelines. Physical possession and custody of your funds and/or securities shall be maintained with SSG as indicated above in Item 12, “**Brokerage Practices.**”

We are however defined as having custody since you have authorized us to deduct our advisory fees directly from your account. To protect you as well as to protect our advisory practice, we have implemented the following regulatory safeguards:

- ❖ We report to the regulatory authority (the Florida Office of Financial Regulation) having jurisdiction over our advisory practice that we have custody.
- ❖ Your funds and securities are maintained with a qualified custodian (SSG) in a separate account in your name.
- ❖ You have given us authorization to withdrawal our management fees directly from your account.
- ❖ At the time we notify SSG to withdrawal our quarterly fee from your account, we send you a quarterly notice itemizing our fee. Itemization includes the formula used



to calculate our fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

SSG is required by law to send you, at least quarterly, brokerage statements summarizing the specific investments currently held in your account, the value of your portfolio, and account transactions. **You are encouraged to compare the financial data contained in our report and/or itemized fee notice with the financial information disclosed in your account statement from SSG to verify the accuracy and correctness of our reporting.**

## INVESTMENT DISCRETION

ITEM 16

### Securities & Amount Bought or Sold

For our Portfolio Management accounts, we execute an Investment Advisory Agreement with you, which set forth our authority to buy and sell securities in whatever amounts are determined to be appropriate for your account at our discretion. You may, at anytime, impose restrictions, **in writing**, on our discretionary authority (i.e., limit the types/amounts of particular securities purchased for your account, exclude the ability to purchase securities with an inverse relationship to the market, limit our use of leverage, etc.).

## VOTING CLIENT SECURITIES

ITEM 17

**We do not vote client proxies.** You understand and agree that you retain the right to vote all proxies, which are solicited for securities held in your managed accounts. Any proxy solicitations received by the custodian will be immediately forwarded to you for your evaluation and decision. However, if you have specific questions regarding an action being solicited by the proxy that you do not understand or you want clarification, you may contact us and we will explain the particulars. Keep in mind we will not advise you in a direction to vote, that ultimate decision will be left to you.

## FINANCIAL INFORMATION

ITEM 18

We are not required to include financial information in our Disclosure Brochure since we will not take physical custody of client funds or securities or bill client accounts six (6) months or more in advance for more than \$500. We are not aware of any financial conditions that are likely to impair our ability to meet our contractual commitments to you.

## REQUIREMENTS FOR STATE-REGISTERED ADVISERS

ITEM 19

Information of each of our principal executive officers and management persons can be found in the attached “Brochure Supplements”.

## END OF DISCLOSURE BROCHURE

## FORM ADV: PART 2B

### BROCHURE SUPPLEMENT



## Indian River Financial Group

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### SUPERVISION

**Paul B. Miller, CFP®**  
Chief Compliance Officer

e-mail:  
[paul@paulmilleradvisor.com](mailto:paul@paulmilleradvisor.com)

Mr. Miller is responsible for the regulatory oversight of our advisory practice - ensuring that we are operating in compliance with federal and state regulations.

His responsibilities include, but are not limited to, reviewing investment activities to ensure all supervised persons are acting in your best interests in discharging their duties.

BROCHURE SUPPLEMENT  
DATED

1

**JANUARY  
2015**

This Brochure Supplement provides information about Paul B. Miller that is an accompaniment to the Disclosure Brochure for our firm, Indian River Financial Group, Inc. You should have received both of these together as a complete disclosure packet. If you did not receive our Disclosure Brochure or if you should have questions about this Brochure Supplement for Mr. Miller, you are welcome to contact us - our contact information is listed to the left.

Additional information about Indian River Financial Group, Inc. and Paul B. Miller are also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Paul B. Miller, CFP®

CRD#: 1759970

Year of Birth: 1951

### EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

#### Education

Mr. Miller attended the University Miami and University of South Florida where he completed three (3) years of credits towards a degree in Business Management. While attending college, Mr. Miller began working in the aluminum manufacturing industry and spent 17 years in various management positions. In 1987, Mr. Miller made a career change and entered the financial services industry and earned the CERTIFIED FINANCIAL PLANNER™ designation. Mr. Miller is on the Board of Directors of the Financial Planning Association of Florida and has held the position of President/Chairman. The knowledge Mr. Miller has gained managing corporations and personnel and his 25 years experience working in the financial services industry enables him to be the qualified advisor of choice.

#### Licenses

FINRA Exams: Series 6 - Investment Company and Variable Contracts Products Rep. (Retired)  
Series 7 - General Securities Representative (Retired)  
Series 63 - Uniform Securities Agent State Law Examination (Retired)

Insurance: Florida Life, Health & Fixed Annuity License

Designations: CERTIFIED FINANCIAL PLANNER™ (CFP®) Certification<sup>1</sup> (CFP® since 1997) - The CFP® designation is issued by the Certified Financial Planner Board of Standards, Inc. The CFP® requires certificate holders to have a bachelor's degree, three (3) years professional working experience in the area of financial planning, and to successfully pass the examination process. To retain their CFP® designation certificate holders are required to pay any annual certification fee, complete 30-hours of continuing education every two (2) years, and adhere to the CFP® Board's Code of Ethics and Professional Responsibility, Rules of Conduct, and Financial Planning Practice Standards.

#### Business Background

03/1991 - Present ..... Indian River Financial Group, Inc.  
Position: President & Chief Investment Officer  
03/2007 - 07/2008 ..... Triad Advisors, Inc.  
Position: Registered Representative  
04/1999 - 03/2007 ..... United Planners' Financial Services of America  
Position: Registered Representative  
05/1998 - 04/1999 ..... Personal Financial Profiles, Inc.  
Position: Investment Advisor Representative

### DISCIPLINARY INFORMATION

There are no legal or disciplinary events to report.

### OTHER BUSINESS ACTIVITIES

#### Licensed Insurance Agent

Mr. Miller is a licensed independent insurance agent. He will receive the normal commissions associated with insurance sales. This creates an incentive for him to recommend, should you inquire, those products in which he will receive a commission. Consequently, the objectivity of the advice rendered could be subjective and create a disadvantage.

<sup>1</sup> Certified Financial Planner Board of Standards, Inc. owns the certification marks CFP®, CERTIFIED FINANCIAL PLANNER™, and federally registered CFP (with flame logo), which it awards to individuals who successfully complete initial and ongoing certification requirements.



INDIAN RIVER FINANCIAL GROUP  
Proactive Financial Planning

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### *Continuation of Information for:*

**Paul B. Miller, CFP®**

**CRD#: 1759970**

**Year of Birth: 1951**

### OTHER BUSINESS ACTIVITIES

#### **Licensed Insurance Agent** *(Continuation)*

You are under no obligation to accept Mr. Miller's recommendation to purchase any insurance products. You are free to choose any independent insurance agent and insurance company to purchase your insurance. Regardless of the insurance agent from whom you select to purchase your insurance, he/she will earn the normal commission from the sale.

For more information about the potential conflicts of interest, see our Disclosure Brochure in Item 14, "Client Referrals & Other Compensation". Notwithstanding such potential conflicts of interest, we strive to act in your best interest and ensure disclosure is properly made to you in compliance with the Investment Adviser Act of 1940, Rule 275.206.

### ADDITIONAL COMPENSATION

Mr. Miller does not receive any economic benefit, incentives, sales awards, prizes or bonuses that are based on the number or amount of sales, client referrals, or from opening new accounts.

### REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Mr. Miller has not been the subject of any arbitration claim, civil litigation, self-regulatory organization/administrative proceeding, or bankruptcy petition at any time during the past ten years.



INDIAN RIVER FINANCIAL GROUP  
Proactive Financial Planning

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