

Item 1 Cover Page

DISCLOSURE BROCHURE
FORM ADV PART 2A

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This brochure provides information about the qualifications and business practices of GenEra Wealth, LLC. Being registered as an investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at (970) 907-3200. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

**ADDITIONAL INFORMATION ABOUT GENERA WEALTH, LLC (CRD #343744) IS
AVAILABLE ON THE SEC'S WEBSITE AT WWW.ADVISERINFO.SEC.GOV**

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

Initial Filing.

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

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Item 4: Advisory Business

Firm Description

GenEra Wealth, LLC dba GenEra Wealth was founded and became registered to offer investment advisory services in 2026. Leontine Holdings, Inc. and Sharper Image Holdings, Inc. are co-owners. Martial Frindethie is 100% owner of Leontine Holdings, Inc. and Jarrett Sharp is 100% owner of Sharper Image Holdings, Inc. Martial Frindethie is the Chief Compliance Officer.

Types of Advisory Services

ASSET MANAGEMENT

GenEra Wealth offers discretionary asset management services to advisory Clients. GenEra Wealth will offer Clients ongoing asset management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors. The Client will authorize GenEra Wealth discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

When deemed appropriate for the Client, GenEra Wealth may hire Sub-Advisors to manage all or a portion of the assets in the Client account. GenEra Wealth has full discretion to hire and fire Sub-Advisors as we deem suitable. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and GenEra Wealth. Sub-Advisors execute trades on behalf of GenEra Wealth in Client accounts. GenEra Wealth will be responsible for the overall direct relationship with the Client. GenEra Wealth retains the authority to terminate the Sub-Advisor relationship at GenEra Wealth's discretion.

ERISA PLAN SERVICES

GenEra Wealth provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans as a 3(21) advisor:

Limited Scope ERISA 3(21) Fiduciary. GenEra Wealth may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions. As an investment advisor GenEra Wealth has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using GenEra Wealth can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide investment advice to the Client about asset classes and investment options available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. GenEra Wealth acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.

- Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment option for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment options available to them under the Plan. Client understands GenEra Wealth's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, GenEra Wealth is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. GenEra Wealth will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

GenEra Wealth may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between GenEra Wealth and Client.

3. GenEra Wealth has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to GenEra Wealth on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL PLANNING AND CONSULTING

GenEra Wealth offers standalone and ongoing financial planning services.

Standalone Financial Planning Services

GenEra Wealth offers the following standalone financial planning services:

➤ *Comprehensive Financial Planning Services*

Comprehensive financial planning services include a complete evaluation of an investor's current and future financial state and will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. GenEra Wealth will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals:** Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan:** Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.
- **Long-term investment plan:** Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

➤ *Education Planning Services*

GenEra Wealth provides education planning as a distinct service line, separate from the Firm's investment management and financial planning services. GenEra Wealth treats the choice of school, the intended course of study, and the means of paying for it as a single financial decision rather than three separate ones. GenEra Wealth's role in that decision is financial: it projects the cost of each school under consideration after estimated financial aid, identifies financial aid and scholarship opportunities a student may be positioned to pursue, evaluates funding strategies against the household's other objectives, and coordinates the resulting plan. The academic and career direction remains the student's to determine, and GenEra Wealth builds the financial analysis around it.

GenEra Wealth offers this service with the following tiers:

Complexity Criteria	Foundational	Standard	Complex
Number of Children	1 Child	1-2 Children	2+ Children
Stage	early stage (birth–middle school)	strategy-window stage (grades 9–10)	grades 11–12 / late-stage arrival
Number of Meetings offered	2: (discovery & plan presentation)	3: (discovery, plan presentation & data review)	4: (discovery, plan presentation, data review & decision season session)
Other	a single discrete question (e.g., 529 setup, loan-repayment analysis); single-state; W-2 income	modest complexity (some self-employment); typically one net-price analysis	business ownership/complex income; divorce/blended family; special needs (with professional referral); multi-state/reciprocity analysis

GenEra Wealth does not provide admissions consulting, application or essay assistance, or academic or career counseling. Where a client seeks those services, GenEra Wealth may refer the client to independent educational consultants. GenEra Wealth receives no compensation for such referrals and pays none. Financial aid and cost projections are estimates and not guarantees, and the rules they rest on can change, with some provisions still only proposed.

If a conflict of interest exists between the interests of GenEra Wealth and the interests of the Client, the Client is under no obligation to act upon GenEra Wealth's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through GenEra Wealth. Financial plans and education planning recommendations will be completed and

delivered inside of ninety (90) days contingent upon timely delivery of all required documentation.

Ongoing Financial Planning Services

Genera Wealth offers the following ongoing financial planning services:

➤ *Comprehensive Financial Planning Services*

Clients that participate in on-going comprehensive financial planning services can expect the following:

- An initial financial plan.
- At least one meeting per year to update the plan with new facts and changes. However, the goal is to have two (2) meetings per year, one during the first half of the year and one during the second half of the year.
- Additional meetings as requested by the Client.
- Presentation and delivery of any changes and new proposals or recommendations due to changes.
- Communication with tax advisors and attorneys, as applicable for incorporating any tax or estate planning changes.
- Initial recommendations are completed and delivered within ninety (90) days, contingent upon timely delivery of all required documentation.

➤ *Education Planning Services*

Clients that participate in on-going education planning services can expect the following:

	Middle School (grades 6-8)	High School Strategy Years (grades 9-10)	High School Execution Years (grades 11-12)	In College/ Repayment
Number of Meetings offered	1 annual review & 1 mid-year check-in	2 reviews & a base-year planning session	Quarterly + FAFSA/CSS filing-season coaching + award-letter decision-season session	1 review offered, additional meetings as requested + a repayment-decision session
Additional Communications	Deadline/contribution reminders	Ongoing Q&A		Student coaching offered each semester

Deliverables	Savings-progress review; 529/Trump Account contribution optimization ; state-deduction check; projection updates; cost-awareness modeling	Full aid-planning workup: SAI planning, per-school net-price modeling, school-list build, base-year income/asset positioning (first FAFSA looks back two years), merit-vs-need positioning, reciprocity analysis	FAFSA/CSS guided-completion coaching (family enters and signs with their own credentials); final net-price refresh; award-letter comparison; appeal support; payment sequencing	Annual re-file support; repayment-plan analysis (RAP vs. Tiered Standard); consolidation/refinance decisions; student budgeting & financial-literacy coaching under the household engagement (parents are the client and execute the agreement; one individual session per semester plus a group workshop, offered not promised; no individualized investment advice to the student)
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If a conflict of interest exists between the interests of GenEra Wealth and the interests of the Client, the Client is under no obligation to act upon GenEra Wealth's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through GenEra Wealth. Initial financial plans and Education Planning Services will be completed and delivered inside of ninety (90) days contingent upon timely delivery of all required documentation. Ongoing services will continue from year to year unless cancelled by either party.

GenEra Wealth may charge clients an ongoing financial planning fee in addition to an ongoing asset-based advisory fee for investment management services. This arrangement creates a potential conflict of interest because GenEra Wealth has a financial incentive to recommend or continue both services, which may result in the client paying higher total advisory fees than if the client received only one service. GenEra Wealth addresses this

conflict by recommending services based on the client's financial circumstances, objectives, and needs, and by disclosing the applicable fees and scope of services before services are provided. Clients are not required to engage GenEra Wealth for both services unless otherwise agreed in writing.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities, subject to firm approval.

Wrap Fee Programs

GenEra Wealth does not sponsor any wrap fee programs.

Client Assets Under Management

GenEra Wealth has the following Client assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$0	\$0	September 10, 2026

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

GenEra Wealth's fees vary depending on the type and scope of services provided and the specific circumstances of each client. GenEra Wealth's fees are negotiable and may vary from the fees charged to other clients for similar services. Clients may terminate an advisory agreement without penalty or fees within five (5) business days after entering into the agreement. After the initial five (5) business days, the agreement may be terminated by GenEra Wealth with thirty (30) days written notice to Client and by the Client at any time with written notice to GenEra Wealth. Any prepaid fees applicable to services not yet provided will be refunded as required by applicable law. Clients should be aware that similar or comparable services may be available from other investment advisers or service providers at a lower cost.

ASSET MANAGEMENT

GenEra Wealth offers discretionary direct asset management services to advisory Clients. GenEra Wealth charges an annualized investment advisory fee based on the total assets under management of 1%.

The annual fee is negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.). Fees are billed quarterly in arrears based on the amount of assets managed as of the close of business on the last business day of the billing period.

GenEra Wealth may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios by executing a Sub-Advisor agreement with other registered investment advisor firms. When using Sub-Advisors, the Client will not pay additional fees. The Sub-Advisors fees are inclusive of the total fee disclosed by GenEra Wealth.

If cash and/or securities are deposited into or withdrawn from an existing account mid billing period a proration of fees will be adjusted at the discretion of GenEra Wealth. For

accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All unpaid earned fees will be due to GenEra Wealth. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1%. The annual fee is negotiable and may be charged as a percentage of the Included Assets. Fees will be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, GenEra Wealth shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of GenEra Wealth for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. GenEra Wealth does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, GenEra Wealth will disclose this compensation, the services rendered, and the payer of compensation. GenEra Wealth will offset the compensation against the fees agreed upon under the Agreement.

FINANCIAL PLANNING AND CONSULTING

GenEra Wealth charges a fixed fee based on complexity and unique Client needs for financial planning services. Prior to the planning process the Client will be provided an estimated plan fee.

Standalone Services

➤ *Comprehensive Financial Planning Services*

Comprehensive Financial Planning Services are offered based on a flat fee between \$2,500 and \$25,000.

➤ *Education Planning Services*

Education Planning Services are offered based on the following fee schedule:

	Foundational	Standard	Complex
Fee	\$750- \$900	\$1,000-\$1,700	\$1,800-\$2,500

Fees for one time financial planning services are due upon delivery of the completed plan or recommendations. Services are completed and delivered inside of ninety (90) days of the execution of the agreement, contingent upon timely delivery of all required documentation.

Refunds will be based on the following schedule:

Status at termination	Fee earned by GenEra Wealth
Discovery and data review completed	20%
Analysis completed	50%
Recommendations prepared	80%
Final plan completed and delivered	100%

Ongoing Financial Planning Services

Comprehensive Financial Planning Services

Ongoing Financial Planning Services are offered based on a flat fee between \$1,000 and \$5,000 annually. Clients who have assets under management with GenEra Wealth may be offered ongoing financial planning services at GenEra Wealth's discretion at a reduced or waived fee. Ongoing financial planning fees are billed quarterly in arrears.

Education Planning Services

Education Planning Services are offered based on the following fee schedule:

	Middle School (grades 6-8)	High School Strategy Years (grades 9-10)	High School Execution Years (grades 11-12)	In College/ Repayment
Fee	\$900	\$1,200-\$1,800	\$1,500-\$2,500	\$900-\$1,500

Ongoing education planning services fees are billed quarterly in arrears.

The initial financial plan/recommendations are completed and delivered inside of ninety (90) days contingent upon timely delivery of all required documentation. Ongoing services will continue from year to year unless cancelled by either party. If the agreement is terminated mid-quarter, the final quarterly fee in arrears is prorated through the termination date.

Client Payment of Fees

Fees for asset management services are:

- Deducted from the Client account. The Client must consent in advance to direct debiting of their investment account. Additional information regarding the direct deduction of fees are described in Item 15 below.
- Deducted from a non-qualified account managed by GenEra Wealth.

Fees for ERISA services will be paid directly to GenEra Wealth.

Fees for financial plans will be billed by electronic Payment via ACH, Debit Card, or Credit Card (fees will be paid via a third party payment processor in which the client will securely input payment information and pay the advisory fee through a secure portal. GenEra Wealth will not have continuous access to the Client's banking information.)

Additional Client Fees Charged

Custodians may charge transaction fees and other related costs on the purchases or sales of mutual funds, equities, bonds, options and exchange-traded funds. Mutual funds, money

market funds and exchange-traded funds also charge internal management fees, which are disclosed in the fund's prospectus. GenEra Wealth does not receive any compensation from these fees. All of these fees are in addition to the management fee you pay to GenEra Wealth. For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

GenEra Wealth does not require any prepayment of fees of more than \$500 per Client and six months or more in advance.

External Compensation for the Sale of Securities to Clients

GenEra Wealth does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of GenEra Wealth.

Item 6: Performance-Based Fees and Side-by-Side Management

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

GenEra Wealth does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for GenEra Wealth to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

GenEra Wealth generally provides investment advice to individuals, high net worth individuals, corporations or business entities. Client relationships vary in scope and length of service.

Account Minimums

GenEra Wealth does not require a minimum to open or maintain an account.

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

Methods of Analysis

Security analysis methods may include fundamental analysis and technical analysis.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Before engaging a Sub-Advisor, GenEra Wealth reviews the Sub-Advisor's investment philosophy and process, its Form ADV Part 2 and disciplinary history, the experience of its investment personnel, its fees, and its performance history. GenEra Wealth also considers

whether the Sub-Advisor's strategy is appropriate for the Client's stated objectives, risk tolerance, time horizon, and any written restrictions, and whether the strategy is available through the Client's custodian. GenEra Wealth reviews each Sub-Advisor it uses no less than annually for material changes in personnel, investment process, fees, or regulatory status and for adherence to the agreed-upon models or strategies, and may terminate a Sub-Advisor relationship at its discretion.

Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time by providing written notice to GenEra Wealth. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases and short-term purchases, and option writing (including covered options, uncovered options or spreading strategies).

Security Specific Material Risks

Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with GenEra Wealth:

- *Market Risk:* The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.
- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class

or fund are not realized in the expected time frame, the overall performance of the client's portfolio may suffer.

- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a client invests in open end mutual funds or ETFs, the client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which client invests.
- *Cash and Cash Equivalents Risk:* Cash and cash equivalents consist of investments like money market funds, certificates of deposit (CDs), Treasury bills, and short-term government bonds. They are generally considered low-risk compared to other asset classes. While they offer safety, liquidity, and stability, they come with certain risks, such as inflation, interest rate fluctuations, and opportunity costs.
- *Foreign Securities Risk:* Funds in which clients invest may invest in foreign securities. Foreign securities are subject to additional risks not typically associated with investments in domestic securities. These risks may include, among others, currency risk, country risks (political, diplomatic, regional conflicts, terrorism, war, social and economic instability, currency devaluations and policies that have the effect of limiting or restricting foreign investment or the movement of assets), different trading practices, less government supervision, less publicly available information, limited trading markets and greater volatility. To the extent that underlying funds invest in issuers located in emerging markets, the risk may be heightened by political changes, changes in taxation, or currency controls that could adversely affect the values of these

investments. Emerging markets have been more volatile than the markets of developed countries with more mature economies.

- *Long-term purchases:* Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically, the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.
- *Short-term purchases:* Short-term investments are typically held for one year or less. Generally, there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk — the risk that your investment's return will not keep up with inflation.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.
- *Foreign Investment Risk:* Investments in foreign securities may be riskier than U.S. investments because of factors such as, unstable international, political and economic conditions, currency fluctuations, foreign controls on investment and currency exchange, foreign governmental control of some issuers, potential confiscatory taxation or nationalization of companies by foreign governments, withholding taxes, a lack of adequate company information, less liquid and more volatile exchanges and/or markets, ineffective or detrimental government regulation, varying accounting standards, political or economic factors that may severely limit business activities, and legal systems or market practices that may permit inequitable treatment of minority and/or non-domestic investors. Investments in emerging markets may involve these and other significant risks such as less mature economic structures and less developed and more thinly-traded securities markets.
- *Derivatives Risk:* Funds in a client's portfolio may use derivative instruments. The value of these derivative instruments derives from the value of an underlying asset, currency or index. Investments by a fund in such underlying funds may involve the risk that the value of the underlying fund's derivatives may rise or fall more rapidly than other investments, and the risk that an underlying fund may lose more than the amount that it invested in the derivative instrument in the first place. Derivative instruments also involve the risk that other parties to the derivative contract may fail to meet their obligations, which could cause losses.
- *Options Trading:* The risks involved with trading options are that they are very time sensitive investments. An options contract is generally a few months. Clients should be aware that the use of options involves additional risks. The risks of covered call writing include the potential for the market to rise sharply. In such case, the security may be called away and the account will no longer hold the security. When purchasing options there is the risk that the entire premium paid for the option can be lost if the option is not exercised or otherwise sold prior to the option's expiration date. When selling ("writing") options, the risk of loss can be much greater if the options are written uncovered ("naked"). The risk of loss can far exceed the amount of the premium

received for an uncovered option and in the case of an uncovered call option the potential loss is unlimited.

- *Counterparty Risk*: The risk that the other party to an agreement will default or fail to perform its contractual obligations. In an options contract, counterparty risk is the risk to the option buyer that the option writer will not buy or sell the underlying as agreed.

The risks associated with utilizing Sub-Advisors include:

- Manager Risk
 - Sub-Advisor fails to execute the stated investment strategy
- Business Risk
 - Sub-Advisor has financial or regulatory problems
- The specific risks associated with the portfolios of the Sub-Advisor's which is disclosed in the Sub-Advisor's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

GenEra Wealth and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

GenEra Wealth and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

GenEra Wealth and its management have not been involved in any self-regulatory organizational enforcement proceedings.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

GenEra Wealth is not registered as a broker-dealer and no affiliated representatives of GenEra Wealth are registered representatives of a broker-dealer.

Futures or Commodity Registration

Neither GenEra Wealth nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Jarrett Sharp has a financial affiliated business as an investment advisor representative with Sharper Image Financial Services, LLC. Approximately 33% of his time is spent on this activity. Jarrett Sharp also offers CFO services to clients through TrueInsights CFO, LLC. These services are separate and distinct from advisory services. Approximately 20% of Jarrett's time is spent in this practice. Jarrett Sharp is also a tax preparer with Sharper Image Tax Services, LLC, and approximately 9% of Jarrett's time is spent in this business. From time to time, he will offer clients services from those activities.

These practices represent conflicts of interest because it gives an incentive to recommend products or services based on the commission or fee amount received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another investment advisor representative, tax preparer or CFO of their choosing.

Martial Frindethie is the owner of Leontine Holdings, Inc. and Jarrett Sharp is the owner of Sharper Image Holdings, Inc. They each spend approximately 5% of their time on these activities. This is not a conflict of interest as there will be no crossover clients.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

GenEra Wealth may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and GenEra Wealth. Sub-Advisors execute all trades on behalf of GenEra Wealth in Client accounts. GenEra Wealth will be responsible for the overall direct relationship with the Client. GenEra Wealth retains the authority to terminate the Sub-Advisor relationship at GenEra Wealth's discretion.

In addition to the authority granted to GenEra Wealth, Clients will grant GenEra Wealth full discretionary authority and authorizes GenEra Wealth to select and appoint one or more independent investment advisors ("Advisors") to provide investment advisory services to Client without prior consultation with or the prior consent of Client. Such Advisors shall have all of the same authority relating to the management of Client's investment accounts as is granted to GenEra Wealth in the Agreement. In addition, at GenEra Wealth's discretion, GenEra Wealth may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors. GenEra Wealth ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

This practice represents a conflict of interest as GenEra Wealth may select Sub-Advisors who charge a lower fee for their services than other Sub-Advisors. This conflict is mitigated by disclosures, procedures, and by the fact that GenEra Wealth has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

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

Code of Ethics Description

The affiliated persons (affiliated persons include employees and/or independent contractors) of GenEra Wealth have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of GenEra Wealth affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of GenEra Wealth. The Code reflects GenEra Wealth and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

GenEra Wealth's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other affiliated person, officer or director of GenEra Wealth may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

GenEra Wealth's Code is based on the guiding principle that the interests of the Client are our top priority. GenEra Wealth's officers, directors, advisors, and other affiliated persons have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either affiliated persons or the company.

The Code applies to "access" persons. "Access" persons are affiliated persons who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

GenEra Wealth will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

GenEra Wealth and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

GenEra Wealth and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide GenEra Wealth with copies of their brokerage statements.

The Chief Compliance Officer of GenEra Wealth is Martial Frindethie. He reviews all trades of the affiliated persons each quarter. Mr. Frindethie's trades will be reviewed by Jarrett Sharp. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

GenEra Wealth does not have a material financial interest in any securities being recommended. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, affiliated persons are required to disclose all reportable securities transactions as well as provide GenEra Wealth with copies of their brokerage statements.

The Chief Compliance Officer of GenEra Wealth is Martial Frindethie. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

GenEra Wealth will require the use of a particular broker-dealer based on their duty to seek best execution for the client, meaning they have an obligation to obtain the most favorable terms for a client under the circumstances. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. GenEra Wealth will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees, reporting ability, execution capability (speed and accuracy), financial stability and reputation, access to markets, technology and reporting platforms, quality of client service and availability of investment research and other brokerage services. GenEra Wealth relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by GenEra Wealth. GenEra Wealth does not receive any portion of the trading fees.

GenEra Wealth will require the use of Charles Schwab & Co., Inc.

- *Research and Other Soft Dollar Benefits*

The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by GenEra Wealth from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. Although GenEra Wealth has no formal soft dollar arrangements, GenEra Wealth may receive products, research and/or other services from custodians or broker-dealers connected to client transactions or “soft dollar benefits”. As permitted by Section 28(e) of the Securities Exchange Act of 1934, GenEra Wealth participates in Charles Schwab & Co., Inc.'s institutional program for independent investment advisors. Schwab does not charge commissions on most equity and ETF trades, and GenEra Wealth receives no commission-generated soft dollar benefits. Schwab makes available to the firm, at no charge, products and services that benefit the firm but may not directly benefit each client account, including access to institutional trading and custody services, research and market data, technology that facilitates trade execution, account maintenance, and reporting, and practice-management and educational resources. The availability of these benefits does not depend on the volume of transactions directed to Schwab. The firm's receipt of these benefits while requiring clients to custody assets at Schwab creates a conflict of interest, because it gives the firm an incentive to continue requiring Schwab's services. GenEra Wealth addresses this conflict by periodically evaluating Schwab's execution quality, pricing, and services against alternatives as part of its best execution review, and through the disclosure in this brochure.

- *Brokerage for Client Referrals*

GenEra Wealth does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

- *Directed Brokerage*
GenEra Wealth does not allow directed brokerage accounts. Not all advisors require their clients to direct brokerage.

Aggregating Securities Transactions for Client Accounts

GenEra Wealth is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of GenEra Wealth. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis. If aggregation is not allowed or infeasible and individual transactions occur (e.g., withdrawal or liquidation requests, odd-lot trades, etc.) an account may potentially be assessed higher costs or less favorable prices than those where aggregation has occurred.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Account reviews are performed quarterly by the principal advisor of GenEra Wealth, Jarrett Sharp. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities. Clients are invited to review their accounts with the firm annually.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, GenEra Wealth suggests updating at least annually.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by GenEra Wealth's custodian. Client receives confirmations of each transaction in account from custodian and an additional statement during any month in which a transaction occurs. GenEra Wealth does not provide additional reports to Clients.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest

GenEra Wealth receives additional economic benefits from external sources as described above in Item 12.

On occasion, outside parties such as product vendors, service vendors, or third party money managers may invite and pay the expenses for an GenEra Wealth Advisor to attend a conference, training seminar or due diligence event that they have organized.

Additionally, an outside party may provide economic benefits by paying for all or a portion of a meeting hosted by GenEra Wealth such as a client appreciation event, sales seminar or training meeting.

This economic benefit is not tied to any specific sales quota. The receipt of cash or non-cash compensation from an outside party creates a conflict of interest when making investment recommendations for clients. This conflict is mitigated by disclosures, procedures, and the firm's fiduciary obligation to place the best interest of the Client first.

Advisory Firm Payments for Client Referrals

GenEra Wealth does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to carefully compare the account statements received directly from their custodians to any documentation or reports prepared by GenEra Wealth.

GenEra Wealth is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of GenEra Wealth.

If GenEra Wealth is authorized or permitted to deduct fees directly from the account by the custodian:

- GenEra Wealth will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- GenEra Wealth will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

GenEra Wealth is also deemed to have limited custody due to its Third-Party Standing Letters of Authorization ("SLOA").

GenEra Wealth and its qualified custodian meet the following seven (7) conditions in order to avoid maintaining full custody and be subject to the surprise exam requirement:

1. The Client provides an instruction to the qualified custodian, in writing, that includes the Client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The Client authorizes GenEra Wealth, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The Client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the Client's authorization and provides a transfer of funds notice to the Client promptly after each transfer.

4. The Client has the ability to terminate or change the instruction to the Client's qualified custodian.
5. GenEra Wealth has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the Client's instruction.
6. GenEra Wealth maintains records showing that the third party is not a related party nor located at the same address as GenEra Wealth.
7. The Client's qualified custodian sends the Client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Item 16: Investment Discretion

Discretionary Authority for Trading

GenEra Wealth requires discretionary authority to manage securities accounts on behalf of Clients. GenEra Wealth has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. Client will authorize GenEra Wealth discretionary authority as stated within the Investment Advisory Agreement.

In addition to the authority granted to GenEra Wealth, Clients will grant GenEra Wealth full discretionary authority and authorizes GenEra Wealth to select and appoint one or more independent investment advisors ("Advisors") to provide investment advisory services to Client without prior consultation with or the prior consent of Client.

GenEra Wealth allows Clients to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. These restrictions must be provided to GenEra Wealth in writing.

The Client approves the custodian to be used. GenEra Wealth does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

Item 17: Voting Client Securities

Proxy Votes

GenEra Wealth does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, GenEra Wealth will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client. If the Client requires assistance or has questions, they can reach out to the investment advisor representatives of the firm at the contact information on the cover page of this document.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided to Clients because GenEra Wealth does not serve as a custodian for Client funds or securities and GenEra Wealth does not require prepayment of fees of more than \$500 per Client and six months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

GenEra Wealth has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

GenEra Wealth has not had any bankruptcy petitions in the last ten years.

Item 19: Requirements for State Registered Advisors

Principal Executive Officers and Management Persons

The education and business background for Jarrett Sharp and Martial Frindethie can be found in the Part 2B of this Brochure.

Outside Business Activities

The outside business activities for all Jarrett Sharp and Martial Frindethie can be found in the Part 2B of this Brochure and Item 10 above.

Performance Based Fee Description

Neither GenEra Wealth nor its management receive performance based fees. Please see Item 6 of the ADV 2A for more information.

Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons

Neither the Firm, its management persons, nor its executive officers have ever been involved in any arbitration or disciplinary action.

Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities

There are no material relationships with issuers of securities.