

Meeting House Capital, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: February 28, 2024

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Meeting House Capital, LLC (“Meeting House Capital” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (978) 245-6811 or by email at info@meetinghousecapital.com.

Meeting House Capital is a registered investment advisor located in the Commonwealth of Massachusetts. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Meeting House Capital to assist you in determining whether to retain the Advisor.

Additional information about Meeting House Capital and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 310435.

**Meeting House Capital, LLC
100 Main Street, Suite 110-2
Concord, MA 01742
Phone: (978) 245-6811**

Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Meeting House Capital. For convenience, the Advisor has combined these documents into a single disclosure document.

Meeting House Capital believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Meeting House Capital encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 310435. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor (978) 245-6811 at or by email at info@meetinghousecapital.com.

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Item 4 – Advisory Services

A. Firm Information

Meeting House Capital, LLC (“Meeting House Capital” or the “Advisor”) is a registered investment advisor located in the Commonwealth of Massachusetts. The Advisor is organized as a Limited Liability Company (LLC) under the laws of Massachusetts. Meeting House Capital was founded in July 2020 and became a registered investment advisor in October 2020. The Advisor is owned and operated by Oleg Litvinenko (Managing Partner and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Meeting House Capital.

B. Advisory Services Offered

Meeting House Capital offers portfolio management and financial services to individuals, institutions, and other registered investment advisors (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Meeting House Capital's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Portfolio Management Services – Meeting House Capital provides tailored investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management services and financial planning services. Meeting House Capital works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. To implement the investment strategy, Meeting House Capital will construct an investment portfolio, primarily consisting of individual stocks to achieve the Client's investment goals. The Advisor may also utilize individual low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”), bonds, and Real Estate Investment Trusts (“REITs”) to meet the needs of its Clients. The Advisor may retain a Client's legacy investments based on portfolio fit and/or tax considerations.

Meeting House Capital investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Meeting House Capital will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor. Meeting House Capital evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Meeting House Capital may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Meeting House Capital may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement.

Financial Planning Services – Meeting House Capital will typically provide a variety of financial planning and consulting services to Clients as part of their overall advisory engagement. Financial planning is not offered as a standalone service. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to investment planning, retirement planning, tax-efficient investing strategies, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Meeting House Capital may also refer Clients to an accountant, attorney, or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of the contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for portfolio management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor.

Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

At no time will Meeting House Capital accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Investment Consulting Services

The Advisor provides investment consulting services designed for other registered investment advisors, pursuant to a written investment consulting agreement. The Advisor will evaluate and provide recommendations of security selection for inclusion into the Client's investment strategies. The Advisor may provide additional due diligence and reporting based on the Client's needs. The Advisor will not have discretionary authority over the Client portfolios; however, the Advisor will provide recommendations to buy or sell specific securities based on the Advisor's internal due diligence process.

C. Client Account Management

Prior to engaging Meeting House Capital to provide portfolio management and/or financial planning services, each Client is required to enter into a written agreement with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Meeting House Capital, in connection with the Client, will develop an investment strategy that seeks to achieve the Client's goals and objectives. The Advisor will take into consideration the Client's financial situation, risk tolerance, and time horizon.

- Investment Management and Supervision – Meeting House Capital will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

Meeting House Capital does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Meeting House Capital.

E. Assets Under Management

As of December 31, 2023, Meeting House Capital manages \$15,119,261 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Portfolio Management and Financial Planning Services

The advisory services fees, including for portfolio management and financial planning services are paid quarterly, in arrears of each calendar quarter, pursuant to the terms of the client advisory agreement. Meeting House Capital does not charge a separate fee for financial planning services. The advisory services fee covers both portfolio management and financial planning services regardless of whether or not the Client chooses to take advantage of financial planning services. Advisory fees are based on the market value of assets under management at the end of the quarter. Advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$1,000,000	1.00%
Next \$2,000,000	0.75%
Next \$2,000,000	0.50%
Over \$5,000,000	0.30%

The advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Meeting House Capital will be independently valued by the Custodian. Meeting House Capital will conduct periodic reviews of the Custodian’s valuations.

The Advisor’s fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Investment Consulting Services

Investment consulting fees are based on a negotiated fixed fee engagement depending on the nature and complexity of services to be provided to the other registered investment advisor. Fees are paid quarterly in advance pursuant to the terms of the investment consulting agreement. An estimate for total fees will be determined prior to engaging for these services.

B. Fee Billing

Portfolio Management and Financial Planning Services

The advisory fees, including for portfolio management and financial planning services, are calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Meeting House Capital at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Meeting House Capital to be paid directly from their account[s] held by the Custodian as part of the advisory fee agreement and separate account forms provided by the Custodian.

Investment Consulting Services

Investment consulting fees are invoiced by the Advisor at the beginning of the respective quarter. Fees are paid via check, wire, or ACH.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Meeting House Capital, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Meeting House Capital are separate and distinct from these custody and execution fees.

In addition, all fees paid to Meeting House Capital for portfolio management and financial planning services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Meeting House Capital, but would not receive the services provided by Meeting House Capital which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Meeting House Capital to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Portfolio Management and Financial Planning Services

Meeting House Capital may be compensated for its portfolio management and financial planning services at the end of the quarter after services are rendered. Either party may terminate the client advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the client advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. If the Client terminates the relationship during the quarter, the Advisor will calculate fees due based on the number of days in the current billing period in which the Advisor provided services, up to and including the effective date of termination. Upon termination for investment consulting services, the Advisor will refund any unearned, prepaid advisory fees from the effective date of termination to the end of the quarter. The client advisory agreement with the Advisor is non-transferable without the Client's prior approval.

Investment Consulting Services

Meeting House Capital requires an advance payment as described above. Either party may terminate the investment consulting agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment consulting agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. If the Client terminates the relationship during the quarter, the Advisor will calculate fees due based on the number of days in the current billing period in which the Advisor provided services, up to and including the effective date of termination. The Client's investment consulting agreement with the Advisor is non-transferable without the Client's prior approval.

E. Compensation for Sales of Securities

Meeting House Capital does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the advisory fees noted above.

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

Meeting House Capital does not charge performance-based fees for its portfolio management and financial planning services. The fees charged by Meeting House Capital are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Meeting House Capital does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Meeting House Capital offers portfolio management and investment consulting services to individuals, institutions, and other registered investment advisors. The firm also offers financial planning services to individuals. The amount of each type of Client is available on Meeting House Capital's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Meeting House Capital generally requires a minimum relationship size of \$250,000 to effectively implement its investment process.

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

A. Methods of Analysis

Meeting House Capital primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Meeting House Capital are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria consist generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, Meeting House Capital generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Meeting House Capital will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs

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of Clients. At times, Meeting House Capital may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Meeting House Capital will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

Individual Stock Risks

Individual stocks are susceptible to general stock market fluctuations and to volatile increases or decreases in value as market confidence in and perceptions of their issuers change. If an investor held common stock or common stock equivalents of any given issuer, they may be exposed to greater risk than if they held preferred stocks and debt obligations of the issuer.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Real Estate Investment Trusts ("REITs")

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Meeting House Capital or its owner.

Meeting House Capital values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 310435.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Meeting House Capital and Mr. Litvinenko is to provide portfolio management and financial planning services to its Clients. Neither Meeting House Capital nor its Advisory Persons are involved in other business endeavors. Meeting House Capital does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

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

A. Code of Ethics

Meeting House Capital has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with Meeting House Capital (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. Meeting House Capital and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Meeting House Capital’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (978) 245-6811 or via email at info@meetinghousecapital.com.

B. Personal Trading with Material Interest

Meeting House Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Meeting House Capital does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Meeting House Capital does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Meeting House Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Meeting House Capital by conducting a coordinated review of personal accounts and the accounts of the Clients. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Meeting House Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Meeting House Capital, or any Supervised Person of Meeting House Capital, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Meeting House Capital does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Meeting House Capital to direct trades to the Custodian as agreed upon in the client advisory agreement. Further, Meeting House Capital does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Meeting House Capital does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Meeting House Capital. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Meeting House Capital may recommend the Custodian based on

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criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

Meeting House Capital will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Meeting House Capital maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Meeting House Capital does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

2. Brokerage Referrals - Meeting House Capital does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Meeting House Capital will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Meeting House Capital will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Meeting House Capital will execute its transactions through the Custodian as authorized by the Client. Meeting House Capital may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Oleg Litvinenko, Chief Compliance Officer of Meeting House Capital. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Meeting House Capital if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

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C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Meeting House Capital

Meeting House Capital is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Meeting House Capital does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Meeting House Capital may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Meeting House Capital may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform

Meeting House Capital has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Meeting House Capital. As a registered investment advisor participating on the Schwab Advisor Services platform, Meeting House Capital receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to Meeting House Capital that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Meeting House Capital believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Compensation for Client Referrals

Meeting House Capital does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

Meeting House Capital does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Meeting House Capital to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Meeting House Capital to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Meeting House Capital generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Meeting House Capital. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a client advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Meeting House Capital will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Meeting House Capital does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Meeting House Capital, nor its management, have any adverse financial situations that would reasonably impair the ability of Meeting House Capital to meet all obligations to its Clients. Neither Meeting House Capital, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Meeting House Capital is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Meeting House Capital is Mr. Oleg Litvinenko. Information regarding the formal education and background of Mr. Oleg Litvinenko is included the Form ADV 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Mr. Litvinenko is dedicated to the portfolio management and financial planning services of Meeting House Capital's Clients. Mr. Litvinenko does not have any other business activities.

C. Performance Fee Calculations

Meeting House Capital does not charge performance-based fees for its portfolio management and financial planning services. The fees charged by Meeting House Capital are as described in Item 5 – Fees and

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Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Meeting House Capital or Mr.

Litvinenko. Neither Meeting House Capital nor Mr. Litvinenko have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Meeting House Capital or Mr. Litvinenko.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Meeting House Capital or Mr. Litvinenko.

E. Material Relationships with Issuers of Securities

Neither Meeting House Capital nor Mr. Oleg Litvinenko the Principal Officers of Meeting House Capital has any relationships or arrangements with issuers of securities.

Meeting House Capital, LLC

Form ADV Part 2B – Brochure Supplement

for

Oleg G. Litvinenko, CFA[®]
Managing Partner and Chief Compliance Officer

Effective: February 28, 2024

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Oleg G. Litvinenko, CFA[®] (CRD# 4873374) in addition to the information contained in the Meeting House Capital, LLC (“Meeting House Capital” or the “Advisor”, CRD# 310435) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Meeting House Capital Disclosure Brochure or this Brochure Supplement, please contact us at (978) 245-6811 or by email at info@meetinghousecapital.com.

Additional information about Mr. Litvinenko is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4873374.

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Item 2 – Educational Background and Business Experience

Oleg G. Litvinenko, CFA®, born in 1976, is dedicated to advising Clients of Meeting House Capital as the Managing Partner and Chief Compliance Officer. Mr. Litvinenko earned a Master in Business Administration degree from Boston University in 2011 and a Master in Public Administration degree from Harvard University in 2021. Mr. Litvinenko also earned a Bachelor of Business Administration from Pace University in 1998. Additional information regarding Mr. Litvinenko’s employment history is included below.

Employment History:

Managing Partner and Chief Compliance Officer, Meeting House Capital, LLC	09/2020 to Present
Head of Equity Research, Sr. Portfolio Manager, Cobblestone Capital Advisors, LLC	03/2016 to 07/2020
Sr. Equity Analyst, Cobblestone Capital Advisors, LLC	01/2012 to 02/2016
Sr. Associate Intern, PricewaterhouseCoopers LLP	06/2010 to 08/2010

Chartered Financial Analyst (“CFA®”)

The Chartered Financial Analyst (“CFA”) charter is a professional designation established in 1962 and awarded by CFA Institute. To earn the CFA charter, candidates must pass three sequential, six-hour examinations over two to four years. The three levels of the CFA Program test a wide range of investment topics, including ethical and professional standards, fixed-income analysis, alternative and derivative investments, and portfolio management and wealth planning. In addition, CFA charter holders must have at least four years of acceptable professional experience in the investment decision-making process and must commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct. CFA® is a trademark owned by CFA Institute.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Litvinenko. Mr. Litvinenko has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Litvinenko.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Litvinenko.***

However, we do encourage you to independently view the background of Mr. Litvinenko on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4873374.

Item 4 – Other Business Activities

Mr. Litvinenko is dedicated to the portfolio management and financial planning activities of Meeting House Capital’s Clients. Mr. Litvinenko does not have any other business activities.

Item 5 – Additional Compensation

Mr. Litvinenko is dedicated to the portfolio management and financial planning activities of Meeting House Capital’s Clients. Mr. Litvinenko does not receive any additional forms of compensation

Item 6 – Supervision

Mr. Litvinenko serves as the Managing Partner and Chief Compliance Officer of Meeting House Capital. Mr. Litvinenko can be reached at (978) 245-6811. Meeting House Capital has implemented a Code of Ethics, an

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internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Meeting House Capital. Further, Meeting House Capital is subject to regulatory oversight by various agencies. These agencies require registration by Meeting House Capital and its Supervised Persons. As a registered entity, Meeting House Capital is subject to examinations by regulators, which may be announced or unannounced. Meeting House Capital is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

A. Arbitrations and Regulatory Proceedings

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

Mr. Litvinenko does not have any disclosures to make regarding this Item.

B. Bankruptcy

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed.

Mr. Litvinenko does not have any disclosures to make regarding this Item.

Privacy Policy

Effective: February 28, 2024

Our Commitment to You

Meeting House Capital, LLC (“Meeting House Capital” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Meeting House Capital (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Meeting House Capital does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Meeting House Capital does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Meeting House Capital or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Meeting House Capital does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

Massachusetts	In response to Massachusetts law, the Client must "opt-in" to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client's execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
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Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (978) 245-6811 or via email at info@meetinghousecapital.com.

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