

**SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

**EQUITY INVESTMENT
CORPORATION, INC.,**

Plaintiff,

v.

**JAMES F. BARKSDALE,
JFB HOLDINGS CORP, and
BARKSDALE INVESTMENT
AND RESEARCH, INC.**

Defendants.

CIVIL ACTION FILE NO.

2022CV361478

**COMPLAINT FOR INJUNCTIVE
RELIEF, DAMAGES, AND OTHER RELIEF**

Plaintiff Equity Investment Corporation, Inc. (“EIC” or “Plaintiff”) files this Complaint for injunctive relief, damages and other relief against James F. Barksdale (“Barksdale”), JFB Holdings Corp (“JFBH”), and Barksdale Investment and Research, Inc. (“BIR”) (collectively “Defendants”). As set forth below, Barksdale and JFBH have repeatedly breached material terms of various agreements arising from the sale of Barksdale’s interest in EIC. These breaches include blatant violations of valid non-solicit and non-compete provisions. Barksdale and BIR have also disparaged EIC by making numerous false claims to EIC’s customers to cause EIC’s clients to stop doing business with EIC and to obtain that business for

Barksdale and his company. Finally, Barksdale and JFBH have committed deceptive trade practices in violation of O.C.G.A. § 10-1-372. After numerous attempts to resolve the dispute short of litigation failed, EIC brings this action seeking injunctive and monetary relief to remedy the harms caused by Barksdale's breaches, and to prevent further damage.

PARTIES

1.

EIC is a Georgia corporation with its principal place of business located at 1776 Peachtree Street, Suite 600S, Atlanta, Georgia 30309. As a result of the asset purchase and sale transaction described more fully below, EIC has standing and seeks to enforce all the rights, duties and obligations under the agreements at issue in this action.

2.

Defendant Barksdale is a resident of Fulton County, Georgia, and, upon information and belief, resides at 1151 W. Paces Ferry Road, Atlanta, Georgia, 30327.

3.

Defendant JFBH is a Georgia corporation with a principal office address of 1151 W. Paces Ferry Road, Atlanta, Georgia, 30327 and may be served with process on its registered agent and CEO, James F. Barksdale, at the same address.

4.

Defendant BIR is a Georgia corporation with a principal office address of 1151 W. Paces Ferry Road, Atlanta, Georgia, 30327 and may be served with process on its registered agent, Thompson Singer, at 2970 Clairmont Road, NE, Suite 280, Atlanta, Ga 30329.

JURISDICTION AND VENUE

5.

Subject matter jurisdiction is proper in this Court pursuant to Ga. Const. Art. VI, § IV, ¶ 1.

6.

Defendant Barksdale is subject to personal jurisdiction of this Court because, *inter alia*, he is a resident of Fulton County, Georgia, and he consented to jurisdiction in various contracts between him and the Plaintiffs, namely the Asset Purchase Agreement (“APA”) and the Non-Competition and Non-Solicitation Agreement (“Non-Compete Agreement”), both of which are described further below.

7.

Venue is proper in this Court because, *inter alia*, EIC is headquartered in Fulton County, Barksdale resides in Fulton County, JFBH has its principal office and registered agent in Fulton County, the underlying deal documents were negotiated and signed in Fulton County, EIC has been harmed in Fulton County, and

because Barksdale agreed to litigate issues arising under the APA and the Non-Compete Agreement in this Court.

8.

This dispute is governed by Georgia law because, *inter alia*, Barksdale agreed that Georgia law applied to disputes arising under the APA and the Non-Compete Agreement.

BACKGROUND

9.

EIC is a registered investment adviser and typically provides portfolio management services to individuals, institutions, corporate retirement plans, and private investment funds. EIC manages the accounts of these entities on a “discretionary basis,” meaning it is not required to seek and obtain permission from its clients to trade securities on a transaction-by-transaction basis.

10.

EIC manages the accounts of institutional and private investors through separate accounts in which the account owners directly own a portfolio of individual securities that are managed—that is, purchased and sold—to meet objectives specified by the client and according to the client’s stated risk tolerance and other factors specific to the client. This type of account is referred to in the industry as a separately managed account (“SMA”).

11.

Additionally, EIC serves as a sub-advisor to numerous other registered investment advisory organizations and non-affiliated broker/dealers who sponsor their own SMA programs, usually referred to in the industry as wrap-fee accounts due to the type of fees that are charged (“Wrap Programs”). EIC also provides non-discretionary recommendations through the distribution of its investment models to assist Unified Managed Account Program (“UMA Program”) sponsors in determining a portfolio suitable for their UMA Program accounts. A UMA Program account typically owns a variety of types of investments, including individual securities, mutual funds, and Exchange Traded Funds.

12.

In managing SMAs, EIC is engaged in activity defined as that of an “investment adviser” under the Investment Advisers Act of 1940. Similarly, in using EIC’s models in connection with their Wrap Programs or UMA Programs, EIC’s other investment advisory clients are, with respect to their own end clients, acting as investment advisers.

13.

EIC’s investment management team selects securities to be purchased and sold in a way designed to meet defined characteristics of specific “strategies.” All

portfolios in a particular strategy or model are managed similarly regardless of vehicle (SMA, Wrap Program account, UMA Program account, or mutual fund).

14.

In particular, EIC has three primary equity strategies:

- EIC's All-Cap Value portfolio, which was established in 1986, typically invests in companies with market capitalizations above \$500 million which the management team deems to be undervalued.
- EIC's Mid-Cap Value portfolio, established in 1999, primarily invests in companies with mid-sized market capitalizations.
- EIC's Large-Cap Value portfolio, established in 2001, focuses on the stocks of companies with market capitalizations among the 1,000 largest.

EIC also implements a balanced strategy which includes an allocation to one of the firm's three equity strategies as well as a fixed income component. In addition, EIC also offers four Socially Responsible Investing (SRI) model portfolios (Catholic, Protestant, Environmental, and Human Rights), which were introduced in January 2015. Finally, EIC also serves as the investment advisor to the EIC Value Fund of FundVantage Trust, a diversified, open-end investment company registered under the Investment Company Act of 1940, which began on May 1, 2011.

*The Former Equity Investment Corporation,
through Barksdale, Sells its Assets*

15.

Defendant Barksdale was the founder and majority owner of the former Equity Investment Corporation (now JFBH), a registered investment adviser.

16.

On August 2, 2016, Barksdale, pursuant to a “succession plan” to facilitate his candidacy for the U.S. Senate, caused the entity formerly called Equity Investment Corporation n/k/a JFBH to enter into an Asset Purchase Agreement (“APA”). Pursuant to the APA, Barksdale and EIC agreed to sell substantially all of EIC’s assets and transfer substantially all of its otherwise unresolved liabilities to three of EIC’s then-employees, namely Andrew Bruner, Terry Irrgang, and Ian Zabor (the “Buyers”).

17.

At the closing of the asset purchase and sale transaction on September 30, 2016, the Buyers assigned all their rights, title, and interest in and to the APA to Equity Investment Corporation Acquisition, Inc. (“EICA”), an entity owned by Buyers.

18.

Because the APA also conveyed the right to use the name “Equity Investment Corporation,” on or shortly after September 30, 2016, EICA changed its name and

became EIC, the plaintiff in this action. At or shortly after closing, the selling entity changed its name to JFB Holdings Corp, the defendant in this action referred to herein as JFBH.

19.

Pursuant to the APA, Barksdale and his company agreed to “reasonably assist in the transition of all Client Accounts and other Assets to Buyers, including assistance in obtaining any required consent of all clients listed” in the APA.

20.

In connection with the sale of assets, and as required by Section 5 of the APA, Barksdale also entered into an August 3, 2016 Employment Agreement with the Buyers (“Employment Agreement”). Pursuant to the Employment Agreement, EIC paid Barksdale \$2,250,000 over three years “in exchange for his non-managerial, part-time efforts on behalf of the Buyers to assist in the transition of the ownership of the Purchased Assets to the Buyers.”

21.

In exchange for the sale of assets and for entering into the Employment Agreement, EIC also agreed to pay substantial sums to JFBH. As consideration for EIC’s purchase of the assets and Barksdale’s various contractual obligations and warranties, the Buyers and/or EIC paid \$250,000 to JFBH and/or Barksdale at closing, advanced \$1,500,000 at closing to satisfy certain ESOP obligations, entered

into a lease with an entity controlled by Barksdale for office space and furnishings with a total payment of \$187,500, entered into an Employment Agreement with Barksdale described above which resulted in Barksdale receiving \$2.25 million in salary in the three years he was employed by EIC after his sale, and JFBH is also entitled to receive 10% of net investment fees earned by EIC between January 1, 2017 and December 31, 2026, paid in quarterly installments.

22.

EIC has made and continues to make all payments due under the APA, Employment Agreement, and lease. Barksdale was paid the full \$2,250,000 due under the Employment Agreement and a Barksdale-controlled entity was paid the full \$187,500 under the lease. In addition, JFBH has received a total of \$7,996,812 including the payments at closing and subsequent quarterly payments.

The Non-Compete and Non-Solicitation Agreements

23.

In order to protect its substantial investment, EIC took steps in the APA and at closing to prevent Barksdale and JFBH from competing against it as long as EIC continued to make payments to Barksdale and/or JFBH pursuant to the APA, that is, through January 31, 2027 (for the quarter ending December 31, 2026).

24.

As a material consideration to EIC for purchasing the assets—which included EIC’s performance track record, goodwill, and confidential and proprietary information such as business models and customer lists—Barksdale agreed in the APA not to solicit customers or employees, or otherwise compete with EIC through January 31, 2027, and to protect the information, goodwill, and other assets that EIC purchased. The parties further agreed in the APA that they would enter into a more detailed Non-Compete Agreement at the time of closing to reflect these concerns.

25.

At the closing of the asset purchase transaction, EIC and Barksdale entered into a Non-Competition and Non-Solicitation Agreement (the “Non-Compete Agreement”). The Non-Compete Agreement, which precludes Barksdale and JFBH from competing against EIC, recruiting EIC employees, or soliciting EIC’s customers through January 31, 2027, was signed by EIC and Barksdale (individually and on behalf of JFBH) at closing on or about September 30, 2016. A true and correct copy of the Non-Compete Agreement is attached hereto as Exhibit 1.

The Non-Disparagement Clause

26.

The APA also includes a provision prohibiting Barksdale from disparaging EIC in connection with its business. Section 13 of the APA specifically prohibits

Barksdale and his company from making “any disparaging or derogatory remarks or statements, oral or written, to third parties regarding the Buyers” including any oral or written statements “which would have the effect of causing any detriment to the business of the Buyers.”

Barksdale Begins Competing While Still Employed at EIC

27.

Barksdale was employed by EIC for three years after the date the APA was signed, *i.e.*, from August 2016 until August 2019.

28.

Barksdale never intended to comply with his contractual obligations. Barksdale threatened several EIC executives that if EIC would not extend his contract, he would “pursue other options making use of my investment reputation, contacts, and skills.” A true and correct copy of the February 23, 2018 email is attached as Exhibit 2. Documents obtained by EIC show that he was contacting EIC clients during Barksdale’s post-sale employment with EIC as part of his plans to compete:

- On May 24, 2018, Barksdale emailed an EIC client to inform him that Barksdale expected to leave EIC and was “working on alternative post-EIC plans to allow people to benefit from my investment thoughts regarding ACV/LCV, as well as Socially

Responsible investing. I will be under a non-solicit agreement, and so I will not be able to contact you regarding those plans, although you can contact me. However, I will make the information generally known so I will not completely disappear from the investment world.” A true and correct copy of the May 24, 2018 email is attached as Exhibit 3.

- In June 2018, Barksdale emailed an EIC client to criticize EIC’s current management and suggested that numerous other clients were unhappy with the new management. Barksdale then informed that client that “I am under legal constraints about what I can say, but suffice it to say that when EIC’s new management terminates my services and I am no longer employed there, people who know me and appreciate my investment experience and skill will be able to get sound advice consistent with these expectations.” A true and correct copy of the June 14, 2018 email is attached as Exhibit 4.
- On October 9, 2018, Barksdale informed an EIC executive “[o]bviously I will be marketing my account results, and others without such cash flow impacts, when I depart Eic.” A true and correct copy of the October 9, 2018 email is attached as Exhibit 5.

- On January 4, 2019, Barksdale informed a potential EIC client “I am not yet at liberty to discuss my plans, but they will be in the investment industry, and include restricted (SRI/ESG) investing, as well as unrestricted (LCV/ACV) investing. So, let’s stay in touch. Thanks for reaching out.” A true and correct copy of the January 4, 2019 LinkedIn message is attached as Exhibit 6.

***Barksdale’s Post-Employment Misconduct
and Formation of BIR***

29.

Barksdale’s Employment Agreement ended on or about August 3, 2019. Since that time, he has engaged in competitive conduct in violation of the Non-Compete Agreement by aggressively competing and soliciting EIC’s clients to stop doing business with EIC and replace EIC with Barksdale’s new company, BIR, and/or other companies.

30.

After Barksdale’s employment with EIC ended, that is, after on or about August 3, 2019, Barksdale used BIR to compete against EIC. Barksdale and BIR have actively solicited EIC’s customers, urging them to cease using EIC to provide investment advisory services to their end clients, and to replace EIC with BIR.

31.

At all times after Barksdale formed BIR, including through the present, BIR has operated as an investment adviser in violation of Barksdale's contractual obligations.

32.

For example, on January 26, 2020, BIR, through Barksdale, sent an email to the due diligence team at Raymond James, a large, well-known national investment adviser and broker-dealer and one of EIC's largest clients. In that email, Barksdale laid out a blueprint for how Raymond James could switch from EIC portfolios to what Barksdale referred to as "my U.S. Equity Model Portfolio (EVMP)." A true and correct copy of the email and the attached "Keeps, Sells, and Changes" analysis is attached hereto as Exhibit 7.

33.

If Raymond James agreed to switch, as Barksdale requested, then Barksdale and BIR would have been the model portfolio provider to Raymond James for its use in providing investment advisory services to its end clients.

34.

In that email, Barksdale analyzed the holdings in EIC's All-Cap Value portfolio and recommended that Raymond James and/or their advisors should sell almost 50% of the holdings in the EIC portfolio. Barksdale attached his so-called

“Keeps, Sells, and Changes” analysis to the email, ostensibly at the request of a Raymond James advisor. In reality, upon information and belief, Barksdale manufactured that request as a pretext for presenting his analysis to Raymond James’ due diligence team, which is responsible for adding investment advisers to the Raymond James platform.

35.

The “Keeps, Sells, and Changes” analysis performed by Barksdale and BIR was specific to EIC. In particular, it was targeted advice containing an analysis of the EIC All-Cap Value portfolio that some of Raymond James’ clients were currently invested in, with a recommendation as to which stocks held in that EIC portfolio should be sold and which other stocks should be added.

36.

In early April 2020, Barksdale and BIR distributed a written “2020 Q1 Commentary” (“Commentary”) to some of EIC’s clients, including Raymond James. A true and correct copy of the Commentary is attached as Exhibit 8. In that Commentary, Barksdale and BIR expressly misappropriated EIC’s All-Cap Value track record. The track record for “BI&R/EIC” is shown as having returned 11.9% annually since January 1, 1986. This number was arrived at by combining EIC’s track record from 1986 through September 2016, a track record for a cherry-picked SRI account at EIC managed by Barksdale beginning in 2016, and then an unknown

account allegedly managed by Barksdale beginning in 2019. In this respect, the BIR Commentary misappropriates EIC's All-Cap Value track record from 1986 through September 2016, and a cherry-picked subset of EIC's SRI track record from October 2016 through year-end 2018.

37.

On May 20, 2020, BIR and Barksdale sent another email to, among other recipients, the same Raymond James due diligence officer Barksdale had emailed in January, and to whom he had distributed the April 2020 commentary. Barksdale attached to that email a "Keeps, Sells, and Changes" analysis of EIC's mutual fund, the EIC Value Fund, whose holdings largely mirror those in the All-Cap Value portfolio. In his May Keeps, Sells, Changes analysis, as in the January analysis, Barksdale and BIR provided investment advice targeted to a portfolio managed exclusively by EIC. Barksdale stated, "[t]he attached Keeps-Sells-Adds compares my April 30 holdings with EIC's ACV [the All-Cap Value portfolio] as of March 30." The May 20, 2020 Keep, Sells, Changes analysis recommended which stocks currently held in the portfolio Barksdale thought should be sold and which stocks should be added to the portfolio. In the analysis, Barksdale and BIR recommended that Raymond James and its advisors sell over 60% of the stocks held in the EIC All-Cap Value portfolio. A true and correct copy of the May 20, 2020 email and the attached "May Keeps, Sells and Changes" analysis is attached hereto as Exhibit 9.

38.

The “Keeps, Sells, and Changes” analysis performed by Barksdale and BIR was specific to EIC. In particular, it was targeted advice containing an analysis of the EIC Value Fund that some of Raymond James’ clients were currently invested in, with a recommendation as to which stocks held in that EIC portfolio should be sold and which other stocks should be added.

39.

Also in the May email, as in the April 2020 Commentary, Barksdale and BIR disparaged EIC by accusing it of fraudulent advertising. Among other things, they repeated the lie that Barksdale, and only Barksdale, was responsible for the investment decisions and therefore the achievement of the track records. These statements were disparaging accusations designed to steal Raymond James as a client.

40.

The email concludes with Barksdale claiming, falsely, that BIR “endeavor[s] to follow the[] [GIPS] guidelines regarding continuity of investment decision-making in representing results achieved since 1986.”¹ This is itself a fraudulent advertisement by Barksdale and BIR, designed to make the reader conclude that

¹ “GIPS” stands for the Global Investment Performance Standards, a set of voluntary standards used by investment managers throughout the world to ensure full disclosure and fair representation of their investment performance.

BIR's advertised performance returns are legitimate while EIC's are not. This disparaging misrepresentation was also designed to assist BIR in stealing clients from EIC.

BIR Partners with Registered Investment Advisers

41.

As an unregistered investment adviser, BIR has found it difficult to attract business from EIC's larger clients, who typically only do business with registered investment advisers due to the added level of disclosure obligations and additional regulations with which registered investment advisers must comply.

42.

In an effort to make BIR more attractive to those large EIC clients, Barksdale announced in early 2021 that he would be offering his services through a registered investment adviser, or "RIA." On February 16, 2021, Barksdale sent an email to one of the advisers at a large EIC client stating, "I want to let you know that a billion-dollar+ RIA will soon be offering my model portfolios nationally through various channels. This will provide you with an alternative path to offer these portfolios consistent with your internal compliance guidelines concerning registration." A true and correct copy of that email is attached hereto as Exhibit 10 (emphasis omitted). Upon information and belief, Barksdale sent similar solicitation emails to other EIC clients.

43.

Shortly thereafter, Barksdale sent an email to an EIC client stating he was “pleased to announce that BI&R's All-Cap Value and Large-Cap Value portfolios will now be offered via SMA and model delivery by F/m Acceleration.” A true and correct copy of Barksdale’s email is attached hereto as Exhibit 11. Upon information and belief, Barksdale sent similar emails to other EIC clients.

44.

F/m Acceleration provides investment advisory services through its affiliate, F/m Investments, LLC (“F/mI”). Among the services provided by F/mI are SMA and UMA services of the same type EIC provides to its clients.

45.

BIR’s model portfolios are now being, or have recently been, offered in SMA and UMA accounts by F/mI. F/mI’s website states that for BIR strategies “F/m Investments serves as registered investment adviser, providing a full complement of portfolio management, trading, operations, and investor relations services.”² These are services EIC provides to its clients.

² See <https://www.fm-invest.com/investment-strategies/barksdale/>, last visited February 24, 2022.

46.

BIR's own website confirms that its "model portfolios are implemented and distributed by F/m Investments, a registered investment advisor with in excess of \$1 billion of assets under management." See <https://barksdaleinvestment.com/valuing-growth/>, last visited February 24, 2022.

47.

Barksdale and BIR recently announced that BIR's services will be offered through another registered investment adviser, Adhesion Wealth Advisor Solutions, Inc. ("Adhesion"). A true and correct copy of an email referencing Barksdale and BIR's arrangement with Adhesion is attached as Exhibit 12.

48.

Adhesion provides a platform on which registered investment advisers can manage separate client accounts using BIR's model portfolios.

49.

Upon information and belief, BIR's services are presently being offered for SMA accounts on the Adhesion platform.

50.

BIR is a small company that, upon information and belief, has only one full-time employee, namely Barksdale himself. BIR's alliances with F/mI and Adhesion have also been designed to leverage the trading and back-office infrastructure of

those firms in order to make BIR seem more substantial and therefore increase the possibility that larger EIC clients may become interested in BIR's services.

51.

Since the dates of his affiliation with F/mI and Adhesion, Barksdale and BIR have solicited EIC clients for and on behalf of F/mI and/or Adhesion, with the understanding that those companies and their advisors would provide investment advisory services to those clients.

52.

In providing BIR's model portfolios to its clients, F/mI and Adhesion are engaged in activity defined as that of an investment adviser under the Investment Advisers Act of 1940. Additionally, individual advisers using BIR's models to manage their clients' portfolios through F/mI and Adhesion are engaged in activity defined as that of an investment adviser representative under the Investment Advisers Act of 1940, or under the law of the state in which they operate, or both.

Barksdale's Continuing Violations

53.

Unable to obtain any traction for his fledgling enterprise, Barksdale continues to regularly solicit EIC's largest clients and make disparaging comments to them and others about EIC's business in an effort to take back the business that he sold to EIC and/or otherwise harm EIC and its principals.

54.

In a February 16, 2021, email to an EIC client attached as Exhibit 10, Barksdale disparaged EIC by presenting a table purporting to illustrate “Results Since Barksdale’s Decision-Making Ended for EIC’s ACV, LCV, and MCV Strategies.” He then solicited the client to discontinue EIC’s services and use BIR’s instead, stating “Continuity of the strong performance from my 35 years investing . . . is why I believe your clients, advisers, and firm would benefit from continuity of that management.”

55.

In the same email, Barksdale also disparaged EIC by strongly implying that EIC is in violation of what was then colloquially known as the Security & Exchange Commission (“SEC”)’s “Advertising Rule,” i.e., 17 CFR § 275.206(4)-1,³ and even suggested to the client that if it continues to use EIC’s services, the client itself would be in violation of the Advertising Rule. Barksdale specifically stated that a reason the client should switch from EIC to BIR is because “you also have an interest in complying with the SEC’s advertising rule.” This disparagement was intended as a means to obtain business for his struggling enterprise by threatening EIC’s clients because an RIA who publishes false returns of another RIA can itself be sanctioned by the SEC.

³ The rule was modified and renamed “Investment Advisor Marketing” effective May 4, 2021.

56.

On July 23, 2021, Barksdale sent another e-mail to an EIC client claiming that his cherry-picked, cobbled-together investment results were superior to EIC's in an effort to cause EIC's clients to stop doing business with EIC and do business with his new company, in direct violation of the agreements he signed. Exhibit 13.

57.

On August 16, 2021, Barksdale again sent EIC's client a disparaging communication concerning EIC's management that referenced the very track records that he had sold and warranted to EIC in an effort to encourage EIC's clients to cease doing business with EIC and instead do business with him. Exhibit 14.

58.

In a recent "2021 Year-End Commentary," dated January 31, 2022, Barksdale claims that BIR has a 36-year "alpha," or a measure of risk-adjusted return relative to a benchmark's return. That Commentary also quotes and links to "our" 1986 year-end commentary. A true and correct copy of that Commentary is attached as Exhibit 15.

59.

BIR has not existed for 36 years, nor does it have the right to claim either the alpha or the 1986 year-end EIC commentary. BIR's 2021 Year-End Commentary is thus misleading and an example of how Barksdale and BIR continue to falsely

represent to potential customers that Barksdale and BIR have full claim to valuable assets Barksdale sold in 2016 and right to use those assets for Barksdale and BIR's own purposes.

60.

Both BIR's 2021 Year-End Commentary, as well as another document Barksdale and BIR distributed at the same time called "Equity Investment Corporation's Advertised Performance Vs. SEC Rules," contain a variety of false and disparaging statements regarding EIC and its principals intended by Barksdale and BIR to harm EIC and its principals in the marketplace. Indeed, the second document goes so far in its false and malicious disparagement as to suggest that EIC and its principals have been intentionally violating the law since 2016, and that others who do business with them are as well.

COUNT I - BREACH OF CONTRACT –
THE APA AND ASSOCIATED INSTRUMENTS

61.

EIC incorporates by reference the allegations contained in paragraphs 1 through 60 above as if they were restated verbatim.

62.

The APA is a valid and enforceable contract.

63.

Pursuant to Section 2 of the APA, as his primary payment for JFBH's sale of its assets, Barksdale (through JBFH) receives significant quarterly payments until 2027 (or until he materially breaches the APA). So far, JFBH has received \$7,996,812 from EIC pursuant to Section 2 of the APA.

64.

In the APA, Barksdale agreed to assist and cooperate with the transition of the ownership of the assets of EIC to the new owners, including by entering into the Employment Agreement.

65.

In Section 13 of the APA, Barksdale "agree[d] to not make any disparaging or derogatory remarks or statements, oral or written, to third parties regarding the Buyers, individually and collectively, or any which would have the effect of causing

any detriment to the business of the Buyers,” “[o]ther than truthful testimony under oath or as otherwise required by law.”

66.

In Section 14 of the APA, Barksdale agreed to “enter into an agreement which shall provide that, until such time as the payments provided for in Section 2 are no longer being paid because of a default by Buyers or because the final payment due has been paid, EIC, [Barksdale] and their respective affiliates shall not, directly or indirectly through any person or entity or contractual arrangement, compete with the Buyers in the investment advisory business within the United States, solicit the Buyers’ current or former clients or customers, or attempt to recruit the Buyers’ current or former employees.” EIC has made all of the payments provided for in Section 2 to date.

67.

In the APA, Barksdale sold all of JFBH’s “rights, title, goodwill, and interest in and to certain of its tangible and intangible assets.” Among the assets sold were “the investment track record for all products and activities, including all books and records to substantiate track record back to inception (‘Track Record’)” Another expressly listed category of assets sold by Barksdale were “all business know-how to include algorithms, spreadsheets, models, and the like.” In the APA, Barksdale warranted that JFBH “holds and will transfer to Buyers at Closing good and

marketable title to the Assets, free and clear of liens, pledges, charges, or encumbrances (except as may be specifically provided on Exhibit A)”

68.

In the APA, JFBH also agreed to “indemnify, defend, and hold Buyers harmless from and against Damages of any kind or character incurred or suffered [by] Buyers arising out of or in any manner incident, relating, or attributable to: (1) any misrepresentation, breach of warranty, covenant, or agreement made or to be performed by [JFB Holdings] under this Agreement.” EIC has a right to offset any amount owed pursuant to that indemnification provision against any payment that may become due under the APA.

69.

In the Employment Agreement, Barksdale agreed, among other things, that “[d]uring the Term of this Agreement, [Barksdale] shall be available to Buyers for nonmanagerial, part-time services as requested by Buyers upon reasonable notice, to assist Buyers at Buyers' reasonable request, in transitioning clients and the Purchased Assets, and to further the other objectives of the Purchase Agreement, including without limitation assuring Buyers' continued ability to use EIC's Track Record (as defined in the Purchase Agreement) in accordance with the Global Investment Performance Standards. In the undertaking of these services, [Barksdale] shall use all reasonable efforts to ensure that EIC's clients become clients of Buyers

. . . . [Barksdale] shall otherwise make all reasonable good faith efforts to ensure that the clients remain with Buyers.”

70.

Also on September 30, 2016, pursuant to a Bill of Sale executed by Barksdale, EIC acquired substantially all of JFBH’s assets, including the track records and “all business know-how,” and also acquired substantially all of JFBH’s liabilities, including all liabilities necessary for the continuation of the business. In the Bill of Sale, Barksdale agreed that “[t]he terms of the APA, including but not limited to Seller’s . . . warranties, . . . shall remain in full force and effect to the full extent provided therein.” A true and correct copy of the Bill of Sale is attached hereto as Exhibit 16. Also on September 30, 2016, Barksdale signed a certification that “all material representations contained in [the APA] . . . are true as of the Closing Date.” A true and correct copy of the Certification is attached hereto as Exhibit 17.

71.

EIC is now the assignee of the Buyers’ rights pursuant to the APA. EIC has standing and the right to enforce the terms and conditions of the APA.

72.

Barksdale has repeatedly violated the APA. Among other things, and as set forth above Barksdale has (i) made “disparaging or derogatory remarks or statements, oral or written, to third parties regarding the Buyers, individually and

collectively, or any which would have the effect of causing any detriment to the business of the Buyers”; (ii) “compete[d] with the Buyers in the investment advisory business within the United States, and (iii) solicit[ed] the Buyers’ current or former clients or customers, . . .”

73.

JFBH and Barksdale have breached the APA and the warranties made therein regarding the track records and other proprietary information, and therefore must indemnify EIC for all damages sustained by reason of Barksdale’s and BIR’s improper and illegal use of the track records and such other information.

74.

Barksdale’s actions have caused EIC damages that arise out of, relate to, are incident to, and are attributable to the representations, warranties, covenants and agreements in the APA. All amounts to be indemnified, including legal fees incurred in establishing title or defending against Barksdale’s claim of title, shall be set off against payments under the APA.

75.

EIC has been harmed and continues to be harmed by Barksdale’s breaches of the APA.

COUNT II
BREACH OF CONTRACT – THE NON-COMPETE AGREEMENT

76.

EIC incorporates by reference the allegations contained in paragraphs 1 through 75 above as if they were restated verbatim.

77.

The Non-Compete Agreement is a valid and enforceable contract.

78.

Barksdale expressly agreed that the restrictions in the Non-Compete Agreement are fair and reasonable and do not impose greater restraints than necessary to protect EIC's legitimate business interests. Section 1 of the Agreement provides:

(a) Seller and Barksdale hereby acknowledge that **it is critical to the success of EICA** that Seller and Barksdale 1) not conduct any activities which constitute competition with EICA in EICA's investment advisory business anywhere in the Restricted Area (as herein defined); 2) not solicit any current or former customers of Seller or future customers of Buyer or EICA as Buyer's assignee under the APA for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date; and 3) not attempt to recruit any former employees of Seller or current or former employees of EICA, and that Barksdale's and Seller's agreement to refrain from such activity, as memorialized in the APA, formed an essential part of the inducement for Buyers to enter into the APA and to purchase Seller's assets.

(b) Seller and Barksdale further acknowledge that Seller has a national scope of business and that **any more limited geographic limitations would be insufficient to implement fully the benefits and protections intended for the operation of the business** by EICA as agreed upon by the parties.

(emphasis added).

79.

Section 2(a) of the Non-Compete Agreement provides that Barksdale agrees not to directly or indirectly solicit any of EIC's customers, either for his own benefit or for that of anyone else:

Nonsolicitation. Barksdale covenants and agrees that during the Applicable Period (as hereafter defined), **he shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, solicit or attempt to solicit any customer** or actively sought prospective customer of EICA that was a customer of Seller within two years prior to the Effective Date, or who was actively pursued as a prospective customer of Seller within that same period for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the period of Barksdale's employment by EICA under the Employment Agreement between Barksdale and the Buyers ("Employment Period"). Further, Barksdale covenants and agrees that during the Employment Period and for a period of 24 months following the Employment Period, he shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, solicit or

attempt to solicit any customer or actively sought prospective customer of EICA that was not a customer or actively sought prospective customer of Seller within two years prior to the Effective Date and who becomes a customer of EICA during the Employment Period, or who is actively pursued as a prospective customer by EICA during the Employment Period for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the Employment Period.

(emphasis added). And Section (3)(a) provides that JFBH agrees to substantially similar terms.

80.

Section 2(c) of the Non-Compete Agreement provides that Barksdale agrees not to compete with EIC:

Noncompetition With EICA. Barksdale covenants and agrees that during the Applicable Period (as hereafter defined) within the Restricted Area (as hereinafter defined), **Barksdale shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, engage in any investment advisory services or activities of the type conducted, offered or provided by Seller** within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the Employment Period.

(emphasis added). And Section (3)(c) provides that JFBH agrees to substantially similar terms.

Section 2(d) of the Non-Compete Agreement provides that Barksdale agrees to maintain the confidentiality of EIC's confidential information:

Nondisclosure. Barksdale acknowledges and agrees that, in the course of his employment with Seller he acquired Confidential Information of the Seller. "Confidential Information" means all data and information (in oral, written, electronic or other forms) relating to the business of Seller, disclosed to Barksdale or of which Barksdale became aware as a consequence of his relationship with Seller, that is not generally known or publicly available, and which has value to Seller. Confidential Information may include, but is not necessarily limited to: (i) the identify of Seller's clients, customers or potential customers, their purchasing histories, and the terms or proposed terms upon which Seller offers or offered its products and services to such customers, (ii) the identify of Seller's vendors or potential vendors, and the terms or proposed terms upon which the Seller may purchase products and services from such vendors, (iii) the terms and conditions upon which Seller employs its employees and independent contractors, (iv) marketing and/or business plans and strategies, (v) financial reports and analyses regarding the revenues, expenses, profitability and operations of Seller, (vi) technology used by Seller to provide its services, and (vii) information provided to Seller by third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by the Seller, except where such public disclosure has been made by Barksdale without authorization from the Seller; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means. **Barksdale agrees that he will not, except as required by law, use or disclose any Confidential Information of the Seller**

for so long as such information remains Confidential Information. Barksdale agrees to give immediate written notice to EICA’s Chief Compliance Officer in the event he is ordered by a court or otherwise compelled by law to reveal any Confidential Information to any third party. In view of the nature of Barksdale’s employment and the nature of the Confidential Information to which he has had access, **Barksdale agrees that any unauthorized disclosure to any person or persons of Confidential Information will cause irreparable damage to EICA and that, therefore, EICA shall be entitled to an injunction prohibiting Barksdale from any further disclosure, attempted disclosure, violation, or threatened violation of this provision.** Nothing herein shall be interpreted to prohibit or restrict any party from providing information to any securities regulatory or law enforcement agency, whether or not in response to an inquiry from such agency.

(emphasis added).

82.

Section 4(a) of the Non-Compete Agreement defines the Applicable

Period for which the covenants apply:

Applicable Period. As used herein, the term “Applicable Period” means the period beginning on the Effective Date and **ending on the earlier of 1) the date the final payment due under Section 2 of the APA has been paid; 2) the date on which EICA has defaulted in making any payment under the APA and any applicable cure period has passed without such default being cured; 3) the date on which EICA ceases to operate as an investment adviser for any reason other than a sale of EICA or all or substantially all of its assets; or 4) the date on which Seller exercises its Death or Disability Termination Option under the conditions and on terms described in Section 16 of the APA.** It is further provided,

however, that if all payments due to Seller under Section 2 of the APA are paid within five (5) years after the Effective Date and none of the conditions described in (2) through (4) above has occurred within five (5) years after the Effective Date, then the Applicable Period shall be five (5) years after the Effective Date.

(emphasis added).

83.

Section 4(b) of the Non-Compete Agreement provides the geographic restraints wherein the covenants apply:

Restricted Area. As used herein, the “Restricted Area” shall mean the United States. Investment advisory services or activities shall be deemed to occur “within the Restricted Area” whenever: (a) it is for the benefit of or on behalf of an entity that is domiciled within the Restricted Area, or (b) it is for the benefit of, or on behalf of a customer or prospective customer who resides in the Restricted Area or 25% or more of whose beneficial owners primarily reside in the Restricted Area. Investment advisory services or activities will not be deemed to be “within the Restricted Area” if the investment advisory service or activity is not defined as that of an investment adviser or investment adviser representative under the Investment Adviser Act or [sic] 1940 or the securities law of any state within the United States.

(emphasis added).

84.

Section 5 of the Non-Compete Agreement provides that an aggrieved party under the contract shall be entitled to injunctive relief:

Section 5. Specific Performance.

Seller and Barksdale acknowledge and agree that, in the view of the business objectives of EICA and the consideration paid to Seller and Barksdale, the restrictions and agreements contained in this Agreement are reasonably necessary to protect the legitimate business interests of EICA and that any violation of such restrictions will result in irreparable injury to EICA for which damages may not be an adequate remedy. **EICA and Barksdale therefore acknowledge and agree that, in the event of any violation of this Agreement, EICA shall be entitled to preliminary and injunctive relief** as well as to an equitable accounting of earnings, profits and other benefits arising from such violation.

(emphasis added).

85.

Barksdale has repeatedly breached and threatened to further breach the Non-Compete Agreement. Among other things, Barksdale has solicited many current customers of EIC, including EIC's largest customers; has threatened further solicitation and harm to EIC; and, on information and belief, has used confidential information for impermissible purposes.

86.

Barksdale's and BIR's solicitation of EIC's customers were for the purpose of providing investment advisory services to those clients.

87.

Additionally, Barksdale and BIR's solicitation of EIC's larger clients, who are themselves investment advisers, has been for the express purpose of causing

those investment advisers and their individual investment adviser representatives to use BIR's models in providing investment advisory services to their end clients, in violation of the Non-Compete Agreement.

88.

Barksdale and BIR have also engaged in investment advisory services or activities of the type conducted, offered or provided by EIC within the Restricted Area, in violation of the Non-Compete Agreement, and have solicited clients of EIC for the purpose of providing such services.

89.

Barksdale and BIR have engaged in investment advisory services, on behalf of other companies, including F/mI and Adhesion, of the type conducted, offered or provided by EIC within the Restricted Area, in violation of the Non-Compete Agreement, and have solicited clients of EIC to open accounts with such other investment advisers for the purpose of receiving investment advisory services based on the models provided by Barksdale and BIR.

90.

In addition to directly providing investment advisory services, Barksdale and BIR have indirectly, through F/mI and Adhesion, and through individual advisers using the investment platforms offered by F/mI and Adhesion, engaged in

investment advisory services or activities of the type conducted, offered or provided by EIC within the Restricted Area, in violation of the Non-Compete Agreement.

91.

EIC has been and continues to be harmed by Barksdale's breaches of the Non-Compete Agreement.

COUNT III
VIOLATION OF UNIFORM DECEPTIVE TRADE PRACTICES ACT

92.

EIC incorporates by reference the allegations contained in paragraphs 1 through 91 above as if restated verbatim.

93.

Barksdale and BIR's disparaging statements about EIC's business constitute deceptive trade practices in violation of O.C.G.A. § 10-1-372, which prohibits false or misleading representations that disparage another's business or cause a likelihood of confusion.

94.

Barksdale and BIR have violated O.C.G.A. § 10-1-372(a)(1) by falsely claiming that EIC's track record from 1999 onward was solely due to Barksdale's efforts, which is not true.

95.

Barksdale and BIR have violated O.C.G.A. § 10-1-372(a)(2) by alleging that EIC was violating the law by using EIC's historical track records, and on other instances creating a likelihood of confusion or misunderstanding as to whether EIC has the right to use its historical track records.

96.

Barksdale and BIR have violated O.C.G.A. § 10-1-372(a)(1), (3), (5) and (7) by creating a likelihood of confusion or misunderstanding as to whether Barksdale and BIR have a track record that is GIPS compliant and by creating a likelihood of confusion or misunderstanding about whether and for what periods of time Barksdale and BIR may take credit for EIC's results.

97.

Barksdale and BIR have violated O.C.G.A. § 10-1-372(a)(8) by falsely disparaging EIC's services using false or misleading statements concerning whether EIC has the right to use its historical track records. Barksdale has further disparaged EIC's services using false and misleading statements concerning his performance relative to EIC by cherry picking the data and suggesting his performance as GIPS compliant when it is not.

98.

Upon information and belief, Barksdale and BIR's false and disparaging statements are ongoing and create a continuing risk that EIC will be damaged and irreparably injured thereby. Accordingly, EIC is entitled to an injunction pursuant to O.C.G.A. § 10-1-373 prohibiting Barksdale, BIR, and their agents, servants, employees, attorneys, and all persons in active concert or participation with them from engaging in any further similar statements concerning EIC's business.

99.

Barksdale and BIR's false and misleading disparagement of EIC was willful and done with knowledge that its conduct was deceptive. Accordingly, EIC is entitled to recover attorneys' fees pursuant to O.C.G.A. § 10-1-373(b)(2).

COUNT IV
ATTORNEYS' FEES

100.

EIC incorporates by reference the allegations contained in paragraphs 1 through 99 above as if restated verbatim.

101.

Section 17(i) of the APA provides: "If any action is brought by either party against the other party arising out of this Agreement, then the prevailing party shall recover from the other party reasonable attorneys' fees, costs, and expenses incurred

in connection with the prosecution or defense of such action.” Barksdale is liable to EIC for its reasonable attorneys’ fees and expenses pursuant to the APA.

102.

Section 13 of the Non-Compete Agreement states: “If any action or arbitration is brought by either party against the other party arising out of this Agreement, the prevailing party shall recover from the other party reasonable attorneys’ fees, plus costs and expenses reasonably incurred in connection with the prosecution or defense of such action.” *See* Exhibit 1. Barksdale is liable to EIC for its reasonable attorneys’ fees and expenses under Paragraph 13 of the Non-Compete Agreement.

103.

Alternatively, EIC is entitled to recover its attorneys’ fees and other reasonable expenses incurred in connection with this litigation pursuant to O.C.G.A. § 13-6-11 because Barksdale has acted in bad faith, has been stubbornly litigious, and has caused EIC unnecessary trouble and expense.

PRAYER FOR RELIEF

WHEREFORE, EIC prays for the following relief:

- (a) Trial by jury on all issues so triable;
- (b) Judgment in favor of EIC and against Barksdale and the other Defendants for injunctive relief and damages in the amount to be determined by the jury at trial;

- (c) A declaration that Barksdale and the other Defendants have materially breached the APA and Non-Compete Agreement;
- (d) A declaration that EIC and the Buyers are relieved of some or all of the obligation to make further payments to Barksdale pursuant to the APA;
- (e) EIC be awarded compensatory and punitive damages;
- (f) EIC be awarded its expenses of litigation, including reasonable attorneys' fees and costs; and
- (g) The Court award such other and further relief as the Court deems just and appropriate under the circumstances.

Respectfully submitted on this 28th day of February, 2022.

/s/ Robert L. Ashe III
Timothy S. Rigsbee
Georgia Bar No. 605579
Robert L. Ashe III
Georgia Bar No. 208077
E. Allen Page
Georgia Bar No. 640163
BONDURANT MIXSON & ELMORE, LLP
1201 West Peachtree Street, NW
Suite 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
rigsbee@bmelaw.com
ashe@bmelaw.com
page@bmelaw.com

E
X
H
I
B
I
T

1

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT is entered into effective as of September 30, 2016 ("Effective Date") by and between Equity Investment Corporation Acquisition, Inc. ("EICA"), James F. Barksdale ("Barksdale") and JFB Holdings Corp., formerly known as Equity Investment Corporation, Inc. ("Seller").

On August 2, 2016, Andrew Bruner, Terry Irrgang, and Ian Zabor (collectively "Buyers"), entered into an Asset Purchase Agreement ("APA") with Barksdale and Seller pursuant to which Buyers agreed to buy and Seller agreed to sell certain assets of Seller, including all of Seller's client relationships. Pursuant to Section 17 (c) of the APA, Buyers assigned their rights under the APA on September 30, 2016 to EICA.

The closing of the transaction that was the subject of the APA occurred effective September 30, 2016 ("Closing"). At Closing, all of Seller's right, title and interest in and to Seller's client relationships were transferred and conveyed to EICA. On the same date, EICA, having acquired the right to use the name "Equity Investment Corporation" from Seller at Closing, formally changed its name to Equity Investment Corporation, Inc. and is now known by that name.

Section 14 of the APA provides that Seller, Barksdale and Buyers shall, at Closing, enter into an agreement which shall provide that for a certain specified period of time after Closing Seller and Barksdale shall refrain from certain conduct, including competing with Buyers or with EICA as Buyer's assignee, and from soliciting Seller's current or former clients, customers and employees, or Buyer's or EICA's current, former or future clients, customers and employees.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Acknowledgements by Seller and Barksdale

(a) Seller and Barksdale hereby acknowledge that it is critical to the success of EICA that Seller and Barksdale 1) not conduct any activities which constitute competition with EICA in

EICA's investment advisory business anywhere in the Restricted Area (as herein defined); 2) not solicit any current or former customers of Seller or future customers of Buyer or EICA as Buyer's assignee under the APA for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date; and 3) not attempt to recruit any former employees of Seller or current or former employees of EICA, and that Barksdale's and Seller's agreement to refrain from such activity, as memorialized in the APA, formed an essential part of the inducement for Buyers to enter into the APA and to purchase Seller's assets.

(b) Seller and Barksdale further acknowledge that Seller has a national scope of business and that any more limited geographic limitations would be insufficient to implement fully the benefits and protections intended for the operation of the business by EICA as agreed upon by the parties.

(c) Barksdale further acknowledges and agrees that solely by reason of his association with Seller, he has come into contact with a significant number of Seller's customers and prospective customers, and has had access to Confidential Information regarding Seller's customers, prospective customers and related information.

Section 2. Covenants by Barksdale.

(a) Nonsolicitation. Barksdale covenants and agrees that during the Applicable Period (as hereinafter defined), he shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, solicit or attempt to solicit any customer or actively sought prospective customer of EICA that was a customer of Seller within two years prior to the Effective Date, or who was actively pursued as a prospective customer of Seller within that same period for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the period of Barksdale's employment by EICA under the Employment

Agreement between Barksdale and the Buyers ("Employment Period"). Further, Barksdale covenants and agrees that during the Employment Period and for a period of 24 months following the Employment Period, he shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, solicit or attempt to solicit any customer or actively sought prospective customer of EICA that was not a customer or actively sought prospective customer of Seller within two years prior to the Effective Date and who becomes a customer of EICA during the Employment Period, or who is actively pursued as a prospective customer by EICA during the Employment Period for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the Employment Period.

(b) Non-Recruitment of Persons Associated With Seller or EICA. Barksdale acknowledges that, solely as a result of his association with Seller, and in light of the broad responsibilities of such employment which include working with other employees and investment adviser representatives (collectively, "Associated Persons") of Seller, Barksdale has come into contact with and acquired Confidential Information (as hereinafter defined) regarding other Associated Persons, and has developed relationships with those Associated Persons. Accordingly, during the Applicable Period (as hereinafter defined), Barksdale shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity, directly or indirectly, solicit or attempt to solicit any employee or other Associated Person of EICA who was an employee or other Associated Person of Seller within two years prior to the Effective Date, for the purpose of causing said person to decline or refrain from becoming employed by or associated with EICA, to lessen or terminate such employment or contract as the case may be, to leave employment with EICA or to terminate their association with EICA. Further, Barksdale shall not, during the Employment Period and for a period of 24 months following the Employment Period, either on his own behalf or on behalf of any person, company, corporation, or other entity,

directly or indirectly, solicit or attempt to solicit any person who was not an employee or other Associated Person of Seller within two years prior to the Effective Date and who becomes an employee or other Associated Person of EICA during the Employment Period, for the purpose of causing said person to decline or refrain from becoming employed by or associated with EICA, to lessen or terminate such employment or contract as the case may be, to leave employment with EICA or to terminate their association with EICA.

(c) Noncompetition With EICA. Barksdale covenants and agrees that during the Applicable Period (as hereinafter defined) within the Restricted Area (as hereinafter defined), Barksdale shall not, either on his own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, engage in any investment advisory services or activities of the type conducted, offered or provided by Seller within two years prior to the Effective Date, or of the type conducted, offered or provided by EICA during the Employment Period.

(d) Nondisclosure. Barksdale acknowledges and agrees that, in the course of his employment with Seller he acquired Confidential Information of the Seller. "Confidential Information" means all data and information (in oral, written, electronic or other forms) relating to the business of Seller, disclosed to Barksdale or of which Barksdale became aware as a consequence of his relationship with Seller, that is not generally known or publicly available, and which has value to Seller. Confidential Information may include, but is not necessarily limited to: (i) the identity of Seller's clients, customers or potential customers, their purchasing histories, and the terms or proposed terms upon which Seller offers or offered its products and services to such customers, (ii) the identity of Seller's vendors or potential vendors, and the terms or proposed terms upon which the Seller may purchase products and services from such vendors, (iii) the terms and conditions upon which Seller employs its employees and independent contractors, (iv) marketing and/or business plans and strategies, (v) financial reports and analyses regarding the revenues, expenses, profitability and operations of Seller, (vi) technology used by

Seller to provide its services, and (vii) information provided to Seller by third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by the Seller, except where such public disclosure has been made by Barksdale without authorization from the Seller; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means. Barksdale agrees that he will not, except as required by law, use or disclose any Confidential Information of the Seller for so long as such information remains Confidential Information. Barksdale agrees to give immediate written notice to EICA's Chief Compliance Officer in the event he is ordered by a court or otherwise compelled by law to reveal any Confidential Information to any third party. In view of the nature of Barksdale's employment and the nature of the Confidential Information to which he has had access, Barksdale agrees that any unauthorized disclosure to any person or persons of Confidential Information will cause irreparable damage to EICA and that, therefore, EICA shall be entitled to an injunction prohibiting Barksdale from any further disclosure, attempted disclosure, violation, or threatened violation of this provision. Nothing herein shall be interpreted to prohibit or restrict any party from providing information to any securities regulatory or law enforcement agency, whether or not in response to an inquiry from such agency.

(e) Defend Trade Secrets Act Notice. Pursuant to the Defend Trade Secrets Act of 2016 (the "DTSA"), an individual, including Barksdale;

shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets, as defined by the DTSA, to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties to this Agreement also have the right to disclose trade secrets, as defined by the DTSA, in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in the Agreement is intended to conflict with the DTSA or create liability for disclosure of trade secrets that are expressly allowed under the DTSA.

Section 3. Covenants by Seller

(a) Nonsolicitation. Seller covenants and agrees that during the Applicable Period (as hereinafter defined), it shall not, either on its own behalf or on behalf of any person, company, corporation, or other entity, directly or indirectly, solicit or attempt to solicit any customer or actively sought prospective customer of EICA that was a customer of Seller within two (2) years prior to the Effective Date, or who was actively pursued as a prospective customer of Seller within that same period for purposes of providing investment advisory services or activities in the Restricted Area of the type conducted, offered or provided by Seller within two years prior to the Effective Date.

(b) Non-Recruitment of Persons Associated With Seller or EICA. Seller covenants and agrees that during the Applicable Period (as hereinafter defined), it shall not, either on its own behalf or on behalf of any person, company, corporation, or other entity, directly or indirectly, solicit or attempt to solicit any person who was an employee or other Associated Person of Seller within two years prior to the Effective Date and who is after Closing an employee or Associated Person of EICA (other than Barksdale), for the purpose of causing said person to decline or refrain from becoming employed by or associated with EICA, to lessen or terminate such employment or contract as the case may be, to leave employment with EICA or to terminate their association with EICA.

(c) Noncompetition With EICA. Seller covenants and agrees that during the Applicable Period (as hereinafter defined) within the Restricted Area (as hereinafter defined), except in connection with the transition of customers and accounts to Buyers or EICA, it shall not, either on its own behalf or on behalf of any person, company, corporation, or other entity (other than Buyers or EICA), directly or indirectly, engage in any investment advisory services or activities of the type conducted, offered or provided by Seller within two years prior to the Effective Date.

Section 4. Definitions

(a) Applicable Period. As used herein, the term "Applicable Period" means the period beginning on the Effective Date and ending on the earlier of 1) the date the final payment due under Section 2 of the APA has been paid; 2) the date on which EICA has defaulted in making any payment under the APA and any applicable cure period has passed without such default being cured; 3) the date on which EICA ceases to operate as an investment adviser for any reason other than a sale of EICA or all or substantially all of its assets; or 4) the date on which Seller exercises its Death or Disability Termination Option under the conditions and on terms described in Section 16 of the APA. It is further provided, however, that if all payments due to Seller under Section 2 of the APA are paid within five (5) years after the Effective Date and none of the conditions described in (2) through (4) above has occurred within five (5) years after the Effective Date, then the Applicable Period shall be five (5) years after the Effective Date.

(b) Restricted Area. As used herein, the "Restricted Area" shall mean the United States. Investment advisory services or activities shall be deemed to occur "within the Restricted Area" whenever: (a) it is for the benefit of or on behalf of an entity that is domiciled within the Restricted Area, or (b) it is for the benefit of, or on behalf of a customer or prospective customer who resides in the Restricted Area or 25% or more of whose beneficial owners primarily reside in the Restricted Area. Investment advisory services or activities will not be deemed to be "within the Restricted Area" if the investment advisory service or activity is not defined as that of an

investment adviser or investment adviser representative under the Investment Adviser Act or 1940 or the securities law of any state within the United States.

Section 5. Specific Performance.

Seller and Barksdale acknowledge and agree that, in the view of the business objectives of EICA and the consideration paid to Seller and Barksdale, the restrictions and agreements contained in this Agreement are reasonably necessary to protect the legitimate business interests of EICA and that any violation of such restrictions will result in irreparable injury to EICA for which damages may not be an adequate remedy. EICA and Barksdale therefore acknowledge and agree that, in the event of any violation of this Agreement, EICA shall be entitled to preliminary and injunctive relief as well as to an equitable accounting of earnings, profits and other benefits arising from such violation.

6. Liquidated Damages.

The parties acknowledge that any breach of this Agreement by Seller and Barksdale may give rise to injury to EICA that may be difficult or impossible to calculate. Accordingly, in the event of a violation of any of the restrictions and agreements of Seller and Barksdale set forth in this Agreement relating to the non-solicitation or customers or non-competition, EICA shall be entitled to liquidated damages for each EICA client that discontinues or terminates its relationship with EICA or transfers its business from EICA to or on behalf of Seller, Barksdale or any entity with which Barksdale is associated or employed, equal to an amount equal to three times the highest annual or annualized fees, commissions or other revenue received by Seller or EICA from such client in any year within three years prior to any breach of this Agreement.

Section 7. Severability; Modification.

If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative or administrative action, it is the intention of the parties that the term be construed to be rewritten so as to make it valid and enforceable, and the remaining provisions hereof shall remain in full

force and effect and shall in no way be affected, impaired or invalidated. In the event the court determines that scope of this covenant covers too great an area or the length of time of the prohibition is excessive, the court shall enforce this Agreement to the maximum extent permissible in area and length of time. No amendment or modification of this Agreement (other than by a court as described in this section) shall be deemed effective unless and until executed in writing by the parties hereto with the same formality attending execution of this Agreement.

Section 8. Default; Breach; Damages.

In the event of a default or breach, the damaged party may pursue any right or remedy authorized by law, singularly, together or successively. Failure or delay to exercise these options shall not constitute a waiver of the right to exercise the option in the event of subsequent default or breach or in the event of continuance of any existing default or breach after demand for the performance of the terms of payment.

Section 9. Independent Review.

Each party hereto has had the opportunity to consult with independent legal of his or its own choosing prior to entering into this Agreement.

Section 10. Binding Nature of Agreement; Assignment.

This Agreement shall inure to the benefit of and be binding upon and enforceable against the parties hereto, the heirs and legal representatives of Seller and Barksdale and the successors and assigns of EICA.

Section 11. Notice.

Any notice required under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or if mailed by first class registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth above or at such other address as either may have notified the other in writing. No delay by the parties seeking to enforce this Agreement will operate as a waiver of any right they may have and a

waiver or consent given on any one occasion is effective only in that instance and it will not be construed as a bar to or waiver of any right on any other occasion.

Section 12. Governing Law; Venue.

This Agreement and the rights and obligation of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Georgia (without regard to the conflict of law principles thereof). Any legal action or proceeding with respect to this Agreement shall be brought and maintained in Fulton County, Georgia.

Section 13. Attorneys' Fees.

If any action or arbitration is brought by either party against the other party arising out of this Agreement, the prevailing party shall recover from the other party reasonable attorneys' fees, plus costs and expenses reasonably incurred in connection with the prosecution or defense of such action.

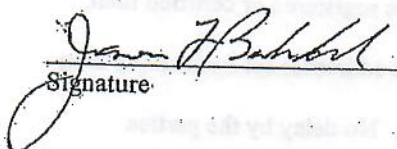
Section 14. Signature

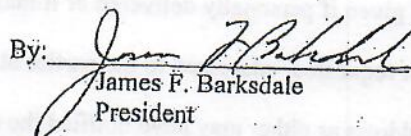
This Agreement may be executed with counterpart signatures and if so executed shall be accorded the same effectiveness as if executed by all parties on the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of September 2016.

JAMES F. BARKSDALE

JFB HOLDINGS CORP.
(formerly known as Equity Investment Corporation)


Signature

By: 
James F. Barksdale
President

EQUITY INVESTMENT CORPORATION ACQUISITION, INC.

by W. Andrew Broner

W. Andrew Broner

E
X
H
I
B
I
T

2

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 2:01 PM
To: Paul Power
Subject: FW: Please cease false statements re. 'retirement'

From: Jim Barksdale
Sent: Friday, February 23, 2018 10:35 AM
To: Andrew Bruner <wabruner@eicatlanta.com>; Terry Irrgang <tirrgang@eicatlanta.com>; Ian Zabor <izabor@eicatlanta.com>; Paul Power <ppower@eicatlanta.com>
Cc: Barbara Trivedi <btrivedi@eicatlanta.com>
Subject: Please cease false statements re. 'retirement'

Gentlemen:

It has come to my attention that you are making false statements about my employment, specifically, informing third parties that I am retiring in 2019 upon the end of our Employment Contract. I have no intent to retire, and am unaware of any such statements nor announcements approved by me.

I have stated on multiple occasions that I believe the Socially Responsible strategies I manage can and should be grown. This would build on relationships rather than undermining them, and all would benefit (clients, employees, and the firm) from such an effort. If you choose not to pursue such growth, and do not wish to come to terms for a future working relationship, I will pursue other options making use of my investment reputation, contacts, and skills.

The key point here is this: please immediately (i) cease making false statements; (ii) correct all false statements that have been made already; and (iii) by March 1, 2018, confirm back to me that the corrections have been made.

Sincerely,

Jim

James F. Barksdale
Equity Investment Corporation
404-637-1874
www.eicatlanta.com

EIC e-mails are archived for SEC review purposes, and may contain confidential and privileged information. If you receive this in error, please reply to inform sender of the message's misdirection, and delete it and any attachments from your computer. You are not authorized to read, print, retain, copy or disseminate it without our consent, and doing so may be unlawful. Thank you.

E
X
H
I
B
I
T

3

From: Paul Power <ppower@eicatlanta.com>
Sent: Thursday, May 24, 2018 3:41 PM
To: Andrew Bruner; Terry Irrgang; Ian Zabor
Subject: Fwd: Can I hire you

J. Paul Power, CIMA(R)

Chief Operating Officer

1776 Peachtree Street NW Suite 600S

Atlanta, GA 30309

404-239-0111

ppower@eicatlanta.com

www.eicatlanta.com

EIC e-mails are archived for SEC review purposes and may contain confidential and privileged information. If you receive this in error, please reply to inform sender of the message's misdirection and delete it or any attachments from your computer. You are not authorized to read, print, retain, copy or disseminate it without our consent and doing so may be unlawful. Thank you.

****Registered representatives of Foreside Funds Distributors LLC, the distributor for EIC Value Fund. Foreside Funds Distributors LLC is not affiliated with Equity Investment Corporation, the fund's investment advisor. Managed account and other advisory services are offered through EIC. The investment objectives, risks, charges and expenses of EIC Value Fund should be considered carefully before investing. A prospectus with this and other information about the fund is available by visiting www.eicatlanta.com or by calling [1-855-430-6487](tel:1-855-430-6487). The prospectus should be read carefully before investing.**

Begin forwarded message:

From: Jessica Griner <jgriner@eicatlanta.com>
Date: May 24, 2018 at 3:39:03 PM EDT
To: Paul Power <ppower@eicatlanta.com>
Subject: FW: Can I hire you

Jessica Griner*

Equity Investment Corporation
1776 Peachtree St. NW, Suite 600S
Atlanta, GA 30309
(404) 239-0111
(404) 239-0280 - fax
www.eicatlanta.com

**Registered Representative of Foreside Funds Distributors LLC, the distributor for EIC Value Fund. Foreside Funds Distributors LLC is not affiliated with Equity Investment Corporation, the Fund's investment advisor. Managed account and other advisory services are offered through EIC.*

The investment objectives, risks, charges and expenses of EIC Value Fund should be considered carefully before investing. A prospectus with this and other information about the Fund is available by visiting www.eicvalue.com. or by calling [1-855-430-6487](tel:1-855-430-6487). The prospectus should be read carefully before investing.

EIC e-mails are archived for SEC review purposes and may contain confidential and privileged information. If you receive this in error, please reply to inform sender of the message's misdirection, and delete it and any attachments from your computer. You are not authorized to read, print, retain, copy or disseminate it without our consent, and doing so may be unlawful. Thank you.

From: Jim Barksdale

Sent: Thursday, May 24, 2018 2:56 PM

To: Cosmo Boyd <montague.boyd@stephens.com>

Cc: Jessica Griner <jgriner@eicatlanta.com>; Matt Keeter <mkeeter@eicatlanta.com>

Subject: Re: Can I hire you

Cosmo,

I am happy to talk of course, but may be limited in what I can say due to legal considerations. I wish it was not so, of course.

Jim

From: Cosmo Boyd <montague.boyd@stephens.com>

Sent: Thursday, May 24, 2018 2:11 PM

To: Jim Barksdale

Subject: RE: Can I hire you

I understand. I am exploring with Stephens options. Perhaps after the Holiday we could talk a bit about those options.

Cosmo

Montague Boyd

404 461-5158

Often dictated. Please excuse goofy errors.

From: Jim Barksdale [<mailto:jbarksdale@eicatlanta.com>]

Sent: Thursday, May 24, 2018 1:51 PM

To: Cosmo Boyd

Cc: Jessica Griner; Matt Keeter

Subject: Re: Can I hire you

Cosmo,

Good to connect again. I had a nice breakfast with Hollis earlier this year.

As you may know from my meeting with Hollis, I have had no input into management of EIC's ACV/LCV/MCV portfolios since the transaction (9/30/2016). This does not reflect my wishes, but those of the new firm's team. I think if you look back at the assignment documents and transmittal letters, clients were assured that the investment team and process were being kept intact. This has not been the case, since unfortunately, the new owners changed the investment team immediately upon the transaction date. I hope that John Stewart was frank with you in fully disclosing these investment team changes, so that you could fully inform your clients.

You may have noticed that I immediately stopped writing the quarterly commentaries at that time for ACV/LCV. I did not want to mislead people that I was somehow (formally or informally) involved with those investment decisions, when I was not, and am not.

I have continued to manage the SRI portfolios (separate from EIC's investment team), but as a part of EIC. These portfolios have performed quite well - especially post-transaction - since the investment teams changed. In fact these portfolios are EIC's best performing products since their inception in late 2014. I am happy to provide quarter by quarter performance if you would like to see those results. In most cases, when advisors or clients learned I had no input into ACV/LCV decisions, they have requested to move assets to the areas where I still was involved

(that is, the SRI portfolios). That is also where my personal funds are invested. However, the new firm decided to stop clients and advisors from making that choice earlier this year. I have attached the Q4 SRI Commentary, which I wrote. It carries my name, indicating my approval. I have also attached latest Q1 SRI Commentary. Note that I did not allow my name on this letter, because I did not want to give my imprimatur to the statements being made in the announcement. They do not reflect my views.

Your ability to employ my services currently will depend on the level of desire, and willingness of EIC to continue to engage my services going forward. I have indicated that I would like to continue to manage any investment products (SRI or ACV), and grow them. I believe that is in the best interest of the firm, as well as advisors and clients who trusted me and my investment expertise built up over the decades. Unfortunately, new-EIC has indicated it does not want this to occur, and has now announced its plan to terminate my services August 2019.

Currently, I am working on alternative post-EIC plans to allow people to benefit from my investment thoughts regarding ACV/LCV, as well as Socially Responsible investing. I will be under a non-solicit agreement, and so I will not be able to contact you regarding those plans, although you can contact me. However, I will make the information generally known so I will not completely disappear from the investment world.

I look forward to hearing back, and am happy to discuss further.

Jim

From: Cosmo Boyd <montague.boyd@stephens.com>

Sent: Thursday, May 24, 2018 12:11:31 PM

To: Jim Barksdale

Subject: Can I hire you

That's what I am trying to discover?

Cosmo

Montague Boyd

404 461-5158

Often dictated. Please excuse goofy errors.

[Follow Stephens on Twitter](#)

The foregoing and any attachments have been prepared solely for informative purposes and do not represent a solicitation, personalized recommendation or offer, to buy or sell any security. These materials do not purport to be a complete description of the securities, markets or developments referred to in these materials. The information is obtained from sources which we consider reliable but we have not independently verified such information and we cannot ensure that it is accurate or complete. The information or opinions provided are subject to change without notice and do not necessarily reflect the opinion of Stephens Inc. Except for any attached written research reports, the information is not a research report or opinion and reflects only the opinions of author. Stephens Inc. and its employees, officers, directors, and/or affiliates may from time to time have a long or short position in the securities mentioned and may sell or buy such securities. Neither Stephens Inc. nor its representatives provide legal or tax advice. Since each individual's tax status may vary, please consult your tax advisor before making any decisions. Unless otherwise specifically indicated, this information is not to be considered your official notification of transactions and/or positions maintained/executed with Stephens Inc. Trade confirmations and month-end statements will remain as your documents of record. Past performance provides no assurance of future results. Advisory clients should read the Part 2 Form ADV or advisory brochure we have provided. Please contact your financial consultant with any questions. Any personalized information in this message is confidential and may not be used or disclosed by anyone other than the intended recipient of this message. Insurance products offered through Stephens Insurance, LLC. Securities offered through Stephens Inc., Member NYSE/SIPC.

WARNING: All email sent to or from this address will be received or otherwise recorded by the Stephens Inc. email system and is subject to archival, monitoring or review by, and/or disclosure to, someone other than the recipient. Stephens Inc. does not accept securities orders via email. If you need to place a securities transaction, you must speak with a financial consultant.

E
X
H
I
B
I
T

4

Email

Mailbox:

Msg. Date (Eastern) Thu Jun 14, 2018 3:53PM ET
From jbarsdale@eicatlanta.com
To "Barbara Trivedi" <btrivedi@eicatlanta.com>
Cc "Jim Barksdale" <jbarsdale@eicatlanta.com>
Subject Fw: RCL

fyi

From: Jim Barksdale
Sent: Thursday, June 14, 2018 3:53 PM
To: Ed Murphy
Subject: Re: RCL

Ed,

As you mentioned, cruise ships can be wonderful experiences for families. However, I would not want to own RCL principally because it is a high fixed cost business with variable demand that has benefited dramatically in the last few years from huge margin expansion. That margin expansion has boosted earnings, making the P/E look reasonable, but it is the E you have to worry about. While I haven't studied it, my guess is the # of ships available post-2008 crisis haven't caught up with the improved demand. You've seen similar trends in homebuilding, airlines, and hotels. But there is another side of that rosy supply-demand relationship, and it can be brutal. If you really want to own it, is there a way for you to do so via a separate account at UBS?

Meanwhile, you may have noticed the materials sent to you with the SRI commentary did not have my name anywhere. I insisted my name be removed because I did not agree with the statements being made in the announcement. I have received various feedback from people who received the announcement, ranging from confused (why such a letter 15 months before Jim is leaving, and why is Jim leaving anyway when he is clearly interested in and doing a good job investing...), to orphaned (if they are so uncertain about the future of the product, do I want to be there...), to concerned (you're telling me Jim's investments are concentrated and risky... and the performance was a fluke due to constraints rather than skill...); to mad-as-hell (I am going to insist that Jim is the manager of my funds and why would you confuse my client with such a letter...). I don't know your reaction, but would be interested to hear of course.

Anyway, I am under legal constraints about what I can say, but suffice it to say that when EIC's new management terminates my services and I am no longer employed there, people who know me and appreciate my investment experience and skill will be able to get sound advice consistent with these expectations.

Jim

From: Ed Murphy <ed07murphy@gmail.com>
Sent: Wednesday, June 13, 2018 10:01:46 AM
To: Jim Barksdale
Subject: RCL

Just got back from taking our family on a cruise with Royal Caribbean. Very impressed with their business model and execution. I would like to own some if you are ok with them. Look fairly cheap on a p/e and yield basis. I think this category will continue to grow and read they are going strong in the Chinese market. Regards, ed

Report Generated 2/25/2022 2:22 PM ET by Barbara Trivedi

E
X
H
I
B
I
T

5

Email

Mailbox:

Msg. Date (Eastern) Tue Oct 09, 2018 5:43PM ET
From jbarksdale@eicatlanta.com
To "Paul Power" <ppower@eicatlanta.com>
Bcc jbarksdale@eicatlanta.com
Subject Re: (SRI) - Estimate of EIC Returns as of 9/30/18

Thanks. I thought the \$75k from favor was distributed from their other account ... again it shows what I said long ago, that composites are fragile when consisting of so few accounts, especially due to the impact of unpredictable cash flows. Obviously I will be marketing my account results, and others without such cash flow impacts, when I depart Eic.
J

From phone.

On Oct 9, 2018, at 5:14 PM, Paul Power <ppower@eicatlanta.com> wrote:

Jim- it appears the differences are due to cash flows. Kris relayed the info below to me:

FAVOR2 withdraws \$1500 monthly, but withdrew an add'l \$75k on 4/2/18.

MURPE1 withdrew \$95k on 1/31.

No sells were done at the time of either of these because cash was high, which left positions overweight compared to your account.

J. Paul Power, CIMA®*

Chief Operating Officer

Equity Investment Corporation

1776 Peachtree Street NW Suite 600 S

Atlanta, GA 30309

404-239-0111

ppower@eicatlanta.com

www.eicatlanta.com

**Registered Representative of Foreside Funds Distributors LLC, the distributor for EIC Value Fund. Foreside Funds Distributors LLC is not affiliated with Equity Investment Corporation, the Fund's investment advisor. Managed account and other advisory services are offered through EIC.*

The investment objectives, risks, charges and expenses of EIC Value Fund should be considered carefully before investing. A prospectus with this and other information about the Fund is available by visiting www.eicvalue.com. or by calling 1-855-430-6487. The prospectus should be read carefully before investing.

EIC e-mails are archived for SEC review purposes, and may contain confidential and privileged information. If you receive this in error, please reply to inform sender of the message's misdirection, and delete it and any attachments from your computer. You are not authorized to read, print, retain, copy or disseminate it without our consent, and doing so may be unlawful. Thank you.

From: Jim Barksdale

Sent: Wednesday, October 3, 2018 1:46 PM

To: Paul Power <ppower@eicatlanta.com>

Subject: Re: (SRI) - Estimate of EIC Returns as of 9/30/18

Thanks Paul. Can you provide the Qtr and YTD detail of the accounts comprising the composites so I can see dispersion? My own HR account was up 3.2% for quarter and 5.1% YTD (vs. below composite of 4.5%). Similarly, Suzanne's HR account was up 3.0% for Quarter and 4.7% YTD.

Barnwell's 3 accounts left HR composite, so I assume they are not the culprits. With both my and Suzanne's accounts doing better than the reported composite, there must be other accounts lagging. I will need to identify why. Thanks

Jim

Sent from my iPad

On Oct 3, 2018, at 2:05 PM, Paul Power <ppower@eicatlanta.com> wrote:

Jim- FYI.

9/30/2018	MTD	QTD	YTD	2017	2016	2015
EIC Catholic Value	-2.4	2.8	4.4	17.7	13.9	-3.3
EIC Environmental Value	-2.2	3.5	4.4	19.1	13.2	-1.4
EIC Human Rights Value	-2.1	3.1	4.5	16.9	13.2	-1.8
EIC Protestant Value	-1.9	3.8	5.8	17.9	13.5	-2.7

J. Paul Power, CIMA®*

Chief Operating Officer

Equity Investment Corporation

1776 Peachtree Street NW Suite 600 S

Atlanta, GA 30309

404-239-0111

ppower@eicatlanta.com

www.eicatlanta.com

**Registered Representative of Foreside Funds Distributors LLC, the distributor for EIC Value Fund. Foreside Funds Distributors LLC is not affiliated with Equity Investment Corporation, the Fund's investment advisor. Managed account and other advisory services are offered through EIC.*



The investment objectives, risks, charges and expenses of EIC Value Fund should be considered carefully before investing. A prospectus with this and other information about the Fund is available by visiting www.eicvalue.com. or by calling 1-855-430-6487. The prospectus should be read carefully before investing.

EIC e-mails are archived for SEC review purposes, and may contain confidential and privileged information. If you receive this in error, please reply to inform sender of the message's misdirection, and delete it and any attachments from your computer. You are not authorized to read, print, retain, copy or disseminate it without our consent, and doing so may be unlawful. Thank you.

E
X
H
I
B
I
T

6



 Colin Rennich, CFP®  2 Jim Barksdale Wed Jan 02, 2019 11:35AM ET

Jim,

Thank you for connecting. I read in your profile that you are moving on from your firm in the next few months. What are your plans from here? Let me know if I can help.

Colin

 Jim Barksdale  2 Colin Rennich, CFP® Fri Jan 04, 2019 10:40AM ET

Thanks Colin. I am not yet at liberty to discuss my plans, but they will be in the investment industry, and include restricted (SRI/ESG) investing, as well as unrestricted (LCV/ACV) investing. So, let's stay in touch. Thanks for reaching out. -Jim

Rules Hit LINKEDIN

E
X
H
I
B
I
T

7

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 1:38 PM
To: Paul Power
Subject: FW: Responding to RJ Advisors - Keeps & Sells
Attachments: Keeps Sells Dec 2019.pdf

From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Sunday, January 26, 2020 2:27 PM
To: Kevin Pate <Kevin.Pate@RaymondJames.com>; Tom Thornton <Tom.Thornton@RaymondJames.com>; Glenn Hudson <Glenn.Hudson@RaymondJames.com>
Cc: Johnny Suarez <Johnny.Suarez@RaymondJames.com>
Subject: Responding to RJ Advisors - Keeps & Sells

Guys,

One of RJ's long-time supporter advisors asked me to provide a keep-sell-add analysis of his year-end EIC ACV portfolio vs. my U.S. Equity Value Model Portfolio (EVMP). I thought I should keep you in the loop as I respond to your advisors, since questions may come your way as well. I sent him the attached. To summarize:

1. About 38.6% of his EIC ACV portfolio dollars are invested in stocks I would be willing to keep. These represent only 31.9% of my EVMP invested dollars, however.
2. About 49.5% of his portfolio is invested in stocks I do not own. I did own the ones highlighted in red when I was in charge of EIC's ACV/LCV/MCV investment decisions.
3. About 56.4% of my EVMP dollars are invested in stocks not in his EIC ACV portfolio. The red-highlighted stocks were owned by EIC at one time, however.

People, Philosophy, and Process drive Performance. Below, again, are my results since leaving EIC's ACV/LCV/MCV investment team on September 30, 2016. (Note: The pre-2019 results would have been better if they had not been socially restricted. For example, the restrictions prevented ownership of WalMart, Dollar General, Hershey, and other stocks that I owned personally, and which would have positively contributed to results. Nonetheless, all years have been ahead of the R1000V benchmark.)

Barksdale Portfolio Results Since October 1, 2016 ¹			
	<u>BI&R</u>	<u>R1000V</u>	<u>S&P 500</u>
Q4 2016	8.0%	6.7%	3.8%
2017	10.0%	13.7%	21.0%
2018	-7.6%	-8.3%	-4.4%
2019	<u>29.6%</u>	<u>26.6%</u>	<u>31.5%</u>
Cumulative	53.0%	40.8%	59.1%
Annualized	14.0%	11.1%	15.3%

Naturally, I believe there should have been a conversation between us during, or after, the assignment of RJ's accounts and agreements from my firm to a new firm in 2016. Advisors and investors would likely expect such a discussion when there is a change in organizations, ownership, and especially, key investment personnel managing their funds. Perhaps you requested to meet with me, but if so, it was not communicated to me by EIC. I believe RJ and its advisors continue to advertise the results from my years as CIO of my firm to clients.

As noted previously, I will be in your area February 5 if you, your model-development, or your sales folks would like to discuss a path by which RJ advisors and clients might continue to benefit from my investment decision making. Thanks for all of your, and RJ's, support for my efforts since 1989.

Jim

Jim Barksdale

Founder, President, & Chief Investment Officer

Equity Investment Corporation (12/31/85 to 9/30/16)

Barksdale Investment & Research (8/1/19 to present)

3007 Piedmont Road – Suite 200

Atlanta, GA 30305

404-418-4999 (Office)

404-234-7420 (Cell)

www.BarksdaleInvestment.com

¹ From September 30, 2016, until December 31, 2018, results are those of a socially-restricted portfolio over which Barksdale acted as a sole portfolio manager at Equity Investment Corporation. From December 31, 2018, until December 31, 2019, the results are those of an unrestricted U.S. Equity Value account whose holdings and weightings follow BI&R's recommended U.S. Equity Value Model Portfolio. Cumulative results include reinvestment of dividends and are gross of management expenses. Past results do not imply nor guarantee future results. Barksdale Investment & Research publishes model portfolios, does not tailor investments to client circumstances, and is not a Registered Investment Advisor. Subscriber results may vary depending on the individual implementation of published model portfolios. All investing involves risk, including the risk of loss.

Keeps, Sells, and Changes
EIC ACV vs. BI&R U.S. Equity Value
As of December 31, 2019 Holdings

		EIC %	BI&R %						EIC %	BI&R %
<u>Keeps</u>		38.6%	31.9%	<u>Sells</u>			49.5%	<u>Adds</u>		56.4%
American Express	AXP	3.0%	4.0%	AGNC REIT	AGNC	2.1%	Alphabet / Google	Goog	4.5%	
AmerisourceBergen	ABC	2.3%	0.0%	Alliance Data	ADS	1.2%	Apple	AAPL	3.4%	
Bookings Holdings	BKNG	2.1%	2.4%	Cimerex Energy	XEC	1.3%	BT Group	BTGOF	2.0%	
Facebook	FB	3.0%	4.0%	ConocoPhillips	COP	1.6%	Cigna	CI	3.5%	
Franklin Resources	BEN	1.1%	1.1%	Discovery Communications	DISCK	2.2%	Cognizant	CTSH	2.5%	
Honda	HMC	2.1%	0.0%	EBAY	EBAY	2.7%	CVS	CVS	3.3%	
Kroger	KR	2.2%	4.1%	Exelon	EXC	2.4%	Eaton Vance	EV	2.8%	
McKesson	MCK	1.9%	1.5%	Exxon Mobile	XOM	1.3%	InfoSys	IFY	3.5%	
Molson Coors	TAP	2.2%	1.3%	Globe Life Inc.	GL	1.6%	Ingredion	INGR	2.3%	
PNC Financial	PNC	2.1%	2.0%	Hartford Financial	HG	2.5%	Intel	INTC	4.0%	
Truist	TFC	3.5%	1.7%	Johnson & Johnson	JNJ	2.8%	IPGP Photonics	IPGP	2.5%	
Travelers	TRV	2.5%	1.4%	Lowes Co.	LOW	2.1%	KeyCorp	KEY	2.0%	
UPS	UPS	3.6%	2.7%	Medtronic	MDT	2.0%	Manpower	MAN	2.5%	
US Bancorp	USB	3.8%	3.2%	Mohawk	MHK	1.9%	MSC Industrial Select	MSM	2.5%	
Wells Fargo	WFC	3.2%	2.5%	Pepsico	PEP	2.6%	Qualcomm	QCOM	2.0%	
				PPG Industries	PPG	2.7%	State Street Corp.	STT	3.0%	
				Schlumberger	SLB	2.0%	T. Rowe Price	TROW	4.0%	
				Target	TGT	2.0%	Taiwan Semiconductor	TSM	1.5%	
				Verizon	VZ	2.7%	ViacomCBS	VIAC	2.8%	
				GlaxoSmithKline	GSK	3.7%	WPP	WPP	2.0%	
				National Grid	NGG	2.1%				
				Sanofi	SNY	2.0%				
				Total SA	TOT	1.9%				

* Note: Red Holdings Were Common Among Portfolios
Barksdale Managed in 2016

E
X
H
I
B
I
T
8



2020 Q1 Commentary U.S. Equity Value Model Portfolio April 2, 2020

*“We picked up bits of ice, played snowballs for a while.
I was told ‘there’s no danger,’ so I went back to bed.”*

Edith Russell, Titanic survivor, 1957 interview

Markets sank last quarter. Not because they were egregiously over-priced, the Fed removed the stimulus punch-bowl, a trade war or tariffs impaired trade, or other foreseeable headwinds. Instead, our world hit a Covid-19 iceberg and economies ground to a halt. All hands are now on deck. However, given the potential for cascading shocks to our economic system, it is too early to conclude whether “buying when others were fearful” will, in retrospect, be analogous to Edith Russell’s premature return to her bed.

Our investments offered a little shelter versus the Russell 3000 Value (R3000V) benchmark, with our U.S. Equity Value Model Portfolio (EVMP) falling 26.1% versus 27.3% for the index. However, both fell more than the S&P 500’s 19.6% decline. As has been true since I began investment operations in 1986, my approach continues to provide above-benchmark returns with below-benchmark downside.

Barksdale Investment Results Since 1986 ¹			
	BI&R / EIC	R3000V	S&P 500
As EIC CIO w/ Sole Decision Authority (All-Cap Value, Annualized)			
(1/1/1985 - 9/30/2016)	11.9%	10.5%	10.4%
Since Departure From EIC Investment Committee			
Q4 2016	8.0%	7.2%	3.8%
2017	17.9%	13.2%	21.8%
2018	-7.6%	-8.6%	-4.4%
2019	29.6%	26.3%	31.5%
2020 Q1	-26.1%	-27.3%	-19.6%
Cumulative	12.7%	1.9%	27.2%
Annualized	3.5%	0.5%	7.1%
Barksdale Lifetime			
Cumulative	3527.9%	2214.2%	2660.4%
Annualized	11.0%	9.5%	10.1%

Summary of the Market’s Response to the Crisis

Broadly, companies exposed to debt (whether as borrower, investor, or lender) fell significantly due to default concerns. Also, companies impacted by social-distancing fell dramatically (airlines, restaurants, retail, hospitality, sports). Many declines seem irrational when seen against past cyclical ups and downs. However, for the most part, they reflect understandable concerns about an abrupt halt in growth, declines in earnings, and rising bankruptcy risks from the new business landscape.

Sectors where growth has been least-impacted have held up best (staples, health, and technology). However, we believe these sectors are priced for a resumption of growth rather than a recession. That is why our exposure to staples and technology stocks declined versus 2019 year-end.

Summary of Our Response to Changed Investment Environment

First and foremost, while aware of the many risks, we can venture no prediction. Surely we all hope that a quick vaccine and cure will be found.

We cannot claim to have navigated the crisis well, but also experienced some ‘bad luck.’ For example, in December and January, we reduced positions in technology stocks that had benefitted from excitement over 5G (Apple, Taiwan Semiconductor, and Qualcomm). In retrospect, these were a relative ‘safe haven’ during the crisis, so these sales hurt our results. Second, we failed to recognize the severity of the Coronavirus threat. As a result, the cash from those sales, as well as our 13% cash held at the end of 2019, was invested before the market’s March decline. Worse, by ‘going where value led,’ these purchases were principally in more economically exposed industries that suffered more in March’s decline. Finally, the changed economic environment and price declines triggered significant portfolio changes during March, resulted in timing lags between sales and purchases during a period of considerable volatility.

By comparison, our 2019 Year-End portfolio (assuming no changes) performed about three percentage points better than our actual U.S. Equity Value Model portfolio. This is not dissimilar from my experience at EIC during the 2008-9 financial crisis, when a frozen-portfolio of our holdings as of the market peak (May, 2007) out-performed our actively-managed accounts through the market’s trough (February 2009). In both cases, decisions to ‘go where value led’ while upgrading quality during the crisis reduced results. However, post-2009-crisis returns were significantly improved by quality upgrades made during the decline. We hope that will be the case going forward as well.

Model Portfolio Changes

The changed landscape and price declines last quarter triggered numerous model portfolio changes. As detailed below, we reduced holdings within stronger-performing areas, and increased investments in areas of weakness, with an eye on quality. The result of the changes is that the ratio of debt / EBITDA for our investments fell from 2.3x to 1.7x during the quarter, versus 2.7x for the R1000V index companies².

Energy - Over the past five years, we have had virtually no energy exposure. It has been persistently one of the market’s worst-performing sectors, and this was true again last quarter. Energy companies are volatile businesses due to dramatic and uncontrollable fluctuations in oil prices. Moreover, energy companies are under siege from alternative energy sources due to concerns about the climate impact of carbon and greenhouse gases. These issues make these investments difficult to value. With the collapse in oil prices to unsustainably low levels last quarter, however, we established an energy position in oil and gas producer Total S.A., and in our country’s largest oil refiner, Marathon Petroleum. As a result, our energy exposure is now in line with our benchmark, about 5.1%².

Low-Volatility Companies – As investors fled cyclically exposed stocks in March, consumer staples companies like Ingredion and Kroger performed well, and were sold. However, we established new positions in three relatively stable companies after prices fell in March, namely:

1. Laboratory Corporation of America - one of the largest clinical test providers,
2. 3M – a diversified manufacturer of industrial, safety, health, consumer, and energy products
3. Genuine Parts – a distributor of automotive replacement parts in the U.S., Canada, and Mexico.

We also increased our positions in Molson Coors and McKesson following significant price declines.

BI&R Doc# 20040201

Technology – We re-established our position in Qualcomm after its price fell, and established new positions in Alibaba and Baidu. Alibaba is an on-line and mobile commerce store, analogous to Amazon in the U.S.A. Baidu is a Chinese-language internet search provider, similar to Google in the U.S.A. We also reduced our position in Intel, Google, and Facebook. As a result, our technology and communications exposure fell from 33.7% at the start of 2020 to 25.6%².

Financials – The financial sector was among the hardest hit, falling over 32%². We began the year with 27.4% invested in financials versus 23.9% for the benchmark. Nonetheless, we added new positions in:

1. Global Life - a provider of life insurance and supplemental health policies,
2. Federated Hermes - a provider principally of money-market and bond funds, and
3. Raymond James Financial – a retail and institutional brokerage and asset management firm

We also added to our positions in Travelers Companies and Eaton Vance after significant price declines, while trimming our position in T. Rowe Price, and selling Franklin Resources. As a result, our exposure to the financial sector rose to 32.9%, consisting of 10.6% in banks, 4.4% in insurance, 14.3% in investment and brokerage services, and 3.5% in consumer financial services².

Various – We sold Bookings and BT Group mainly to provide the cash needed to make the above purchases, which we viewed as more attractive in today’s market. Also, before the onset of the crisis, we purchased a new position in Wesco, a small-cap distributor of maintenance, repair and operating parts for the electrical, industrial, communications industries.

Our U.S. Equity Value Model Portfolio as of March 31, 2020 is attached. About 33% of our investments today were owned in EIC’s December 31, 2019 All-Cap Value portfolio. These are highlighted in green.

GIPS & SEC Advertising Standards & Compliance

BI&R does not claim GIPS compliance because it is not an SEC-registered investment advisor. However, BI&R’s results are calculated in a manner consistent with GIPS valuation principles and methodologies¹. GIPS standards do not allow returns from separate firms to be linked unless the investment decision-makers at both firms are the same. Jim Barksdale was the individual with sole decision and veto authority over investment decisions for all investment strategies from January 1, 1985 until September 30, 2016 for his-EIC (founded and SEC-registered in 1986). Thereafter, he was employed at today’s-EIC (founded and SEC-registered in 2016). There, he had sole decision and veto authority over the firm’s socially-responsible strategies until his departure in 2019. **BI&R only links its returns to strategies and time periods in which Jim Barksdale was the individual with sole decision and veto authority over investment decisions.**

Conference Call

We will host a conference call on April 15 at 4:30 pm (EST). You may listen at (602) 609-9483, or participate on-line at <https://join.startmeeting.com/barksdale>. (Meeting ID = Barksdale) Please register for the call at <https://barksdaleinvestment.com/documents/>, and we will make sure you receive a PDF of the slides before-hand.

To learn more about BI&R’s investment services, please visit www.BarksdaleInvestment.com.



James F. Barksdale

Founder, President, & Chief Investment Officer

Equity Investment Corporation (12/31/85 to 9/30/16)

Barksdale Investment & Research (8/1/19 to present)

BI&R Doc# 20040201

Disclosures

¹ BI&R only advertises returns for investment strategies and for time periods in which Jim Barksdale was the individual with sole decision and veto authority over investment decisions. Results from January 1, 1985 through September 30, 2016, are monthly gross returns reported by Equity Investment Corporation (EIC) to Morningstar for its All-Cap Value strategy. Jim Barksdale held sole veto and decision authority over all investment decisions made for all investment strategies during that time period. He was assisted by three additional investment team members who joined his firm in 1999, 2003, and 2005. On October 1, 2016, original-EIC's accounts were assigned to a newly registered firm, now also doing business as EIC. From October 1, 2016, until December 31, 2018, results are those of a Protestant Value socially-restricted portfolio over which Jim Barksdale acted as a sole portfolio manager with sole decision authority at the new-EIC. From January 1, 2019, until March 31, 2020, the results are those of a separately managed account whose holdings and weightings follow BI&R's recommended U.S. Equity Value Model Portfolio. All figures are time-weighted returns. Cumulative results include reinvestment of dividends and are gross of management or administrative expenses. Past results do not imply nor guarantee future results.

Barksdale Investment & Research publishes model portfolios, does not tailor investments to client circumstances, and is not a Registered Investment Advisor. Subscriber results may vary depending on the individual implementation of published model portfolios. All investing involves risk, including the risk of loss.

² Source for portfolio characteristics, sectors, and attribution is Standard & Poor's Capital IQ service.


BI&R U.S. Equity Value Model Portfolio
March 31, 2020

	BI&R	R1000 V	+ / -		BI&R	R1000 V	+ / -
Financials	32.9%	21.7%	11.2%	INFORMATION TECHNOLOGY	13.7%	6.9%	6.7%
Banks	10.6%	9.2%		Infosys Limited	3.6%		
KeyCorp	1.2%			QUALCOMM Incorporated	2.6%		
The PNC Financial Services Group, Inc	1.8%			IPG Photonics Corporation	2.5%		
Truist Financial Corporation	1.0%			Intel Corporation	2.5%		
U.S. Bancorp	3.7%			Cognizant Technology Solutions C	2.4%		
Wells Fargo & Company	2.9%						
				HEALTH CARE	13.4%	15.3%	(1.9%)
Insurance	4.4%	3.9%		Cigna Corporation	4.0%		
Globe Life Inc.	1.9%			CVS Health Corporation	3.7%		
The Travelers Companies, Inc.	2.6%			McKesson Corporation	3.6%		
				Laboratory Corporation of America	2.1%		
Investment & Brokerage Services	14.3%	3.0%					
Eaton Vance Corp.	3.9%			INDUSTRIALS	12.1%	9.3%	2.7%
Federated Hermes, Inc.	3.1%			United Parcel Service, Inc.	3.1%		
Raymond James Financial, Inc.	2.3%			MSC Industrial Direct Co., Inc.	3.0%		
State Street Corporation	2.5%			3M Company	2.8%		
T. Rowe Price Group, Inc.	2.5%			WESCO International, Inc.	2.2%		
				ManpowerGroup Inc.	1.0%		
Financial Services							
American Express Company	3.5%	4.2%		COMMUNICATION SERVICES	11.9%	8.7%	3.2%
				Facebook, Inc.	4.0%		
CONSUMER DISCRETIONARY	8.4%	5.2%	3.1%	Alphabet Inc.	3.1%		
BorgWarner Inc.	3.1%			Baidu, Inc.	2.4%		
Genuine Parts Company	2.9%			ViacomCBS Inc.	1.4%		
Alibaba Group Holding Limited	2.4%			WPP plc	1.0%		
ENERGY	5.1%	5.2%	(0.1%)	UTILITIES	0.0%	7.9%	(7.9%)
Marathon Petroleum Corporation	2.8%						
TOTAL S.A.	2.3%			MATERIALS	0.0%	4.1%	(4.1%)
CONSUMER STAPLES	2.6%	10.6%	(8.0%)	REAL ESTATE	0.0%	5.0%	(5.0%)
Molson Coors Beverage Company	2.6%			CASH	0.0%	0.0%	0.0%

E
X
H
I
B
I
T
9

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 1:30 PM
To: Paul Power
Subject: FW: April Update RJF
Attachments: Keeps Sells April 2020.pdf

From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Wednesday, May 20, 2020 2:59 PM
To: Kevin Pate <Kevin.Pate@RaymondJames.com>; Johnny Suarez <Johnny.Suarez@RaymondJames.com>; Tom Thornton <Tom.Thornton@RaymondJames.com>; Tyler Martinasek <Tyler.Martinasek@RaymondJames.com>
Subject: April Update RJF



Tom, Kevin, Johnny, and Tyler,

I thought I should share with you the April update I am circulating, below. The discussion addressing my performance advertising is in response to EIC's communications to you and some RJF advisors. I hope the disclosure¹ below provides greater clarity. I trust you are familiar with the SEC's No-Action letters and GIPS guidelines referenced below regarding advertising by separate RIA's when investment decision-making personnel change for the composites advertised. I would like to clarify numerous inaccurate statements contained in EIC's communications to you and advisors (specifically Beau Shuler) so they are not repeated. Could we arrange a call to review these?

Jim

April Update

I continue to make portfolio changes based on concerns expressed in our Q1 Conference call (<https://barksdaleinvestment.com/conference-call/>). Earnings and growth prospects for many businesses have been reset, dramatically impacting the value of some companies while making the determination of a business's value more difficult. While going "where value leads", it is also important to own companies whose working capital and capital spending commitments can decline enough during down-turns, so they remain cash flow positive to service their debt. The attached Keeps-Sells-Adds compares my April 30 holdings with EIC's ACV as of March 30. About 31% of our investments overlap, and about 69% is different. Also, the table below updates my results since leaving EIC's investment team in 2016:

Barksdale Portfolio Results Since October 1, 2016 ¹			
	<u>Barksdale / BI&R</u>	<u>R3000V</u>	<u>S&P 500</u>
Q4 2016	8.0%	7.2%	3.8%
2017	17.9%	13.2%	21.8%
2018	-7.6%	-8.6%	-4.4%
2019	29.6%	26.3%	31.5%
2020 - YTD thru April 30	-16.6%	-19.1%	-9.3%
Cumulative	27.2%	13.4%	44.3%
Annualized	6.9%	3.6%	10.8%

How BI&R Advertises Historical Results

BI&R only advertises results for strategies and periods in which I held sole investment decision and/or veto authority.

Thus, there is continuity of the individual primarily responsible for the advertised record. SEC No-Action letters address advertising requirements when one RIA advertises the historical results of another RIA, but there is not continuity of investment decision-making personnel. (See Great Lakes Advisors, Inc. - available April 3, 1992, and Horizon Asset Management LLC – available September 13, 1996). The AIMR GIPS standards support the SEC’s views. They are specific that performance can only be linked between separate RIAs when the investment decision-making people and process for the advertised composite remains substantially intact. (See Provision 1. A. 32, page 50, CFA Institute GIPS Performance Standards for Firms - <https://www.cfainstitute.org/-/media/documents/code/gips/gips-standards-for-firms-explanation-of-provisions-section-1.ashx?la=en&hash=3DDE653F82EBE3537DE24D4AABF09FA2A9484AB0>). Since BI&R is not an RIA it cannot claim GIPS-compliance, but we endeavor to follow these guidelines regarding continuity of investment decision-making in representing results achieved since 1986 ¹.

Thanks for your support of my investment decision-making and approach over so many years.

Jim Barksdale

Founder, President, & Chief Investment Officer

Equity Investment Corporation (12/31/85 to 9/30/16)

Barksdale Investment & Research (8/1/19 to present)

3007 Piedmont Road – Suite 200

Atlanta, GA 30305

404-418-4999 (Office)

404-234-7420 (Cell)

www.BarksdaleInvestment.com

¹Jim Barksdale held sole veto and/or decision authority over all investment decisions for all investment strategies at Equity Investment Corporation (original-EIC, registered 1986) from January 1, 1985 through September 30, 2016. During this time, the firm’s All-Cap Value strategy earned 11.9% per year versus 10.5% and 10.4%, respectively, for the benchmark Russell 3000 Value and S&P 500 indices, based on monthly gross returns reported to Morningstar. He was assisted by three additional investment team members who joined his RIA (original-EIC, registered 1986) in 1999, 2003, and 2005. On October 1, 2016, original-EIC’s accounts were assigned to a newly registered RIA (now also named EIC, registered 2016), and Barksdale was not on the new firm’s investment team, nor involved in the investment decision-making for, its All-Cap, Large-Cap, and Mid-Cap strategies. At EIC (registered 2016), Barksdale held sole decision authority over investments for four social-restricted strategies (Environmental, Human Rights, Catholic, and Protestant). From October 1, 2016, until December 31, 2018, results are those of a portfolio from the least-restricted composite (a Protestant Value portfolio) for which Barksdale holds the books and records, and which increased 17.7%. During this period, the firm’s Environmental, Human Rights, Catholic, and Protestant composites increased 17.0%, 14.6%, 16.9%, and 17.6% respectively versus 11.3% for their Russell 1000 Value benchmark. From January 1, 2019, until April 30, 2020, the results are those of a separately managed account whose holdings and weightings follow BI&R’s recommended U.S. Equity Value Model Portfolio. All figures are time-weighted returns, gross of management or administrative expenses. Cumulative results include reinvestment of dividends. Past results do not imply nor guarantee future results. Barksdale Investment & Research publishes model portfolios, does not tailor investments to client circumstances, and is not a Registered Investment Advisor. Subscriber results may vary depending on the individual implementation of published model portfolios. All investing involves risk, including the risk of loss.

Keeps, Sells, and Changes
EICIX vs. BI&R U.S. Equity Value
As of April 30, 2020

<u>Keeps</u>		<u>EICIX</u>	<u>BI&R</u>	<u>Sells</u>			<u>60.1%</u>	<u>Adds</u>			<u>69.1%</u>	
<u>35.2%</u>		<u>30.7%</u>	<u>Communication Services</u>			<u>Communication Services</u>						
<u>Communication Services</u>				Verizon	VZ	5.0%	Alphabet / Google	GOOG	3.2%			
Facebook	FB	2.5%	4.4%	Discovery Communicat	DISCK	1.9%	AMC Networks	AMCX	2.3%			
<u>Energy</u>				<u>Consumer Discretionary</u>			<u>Consumer Discretionary</u>					
Total SA	TOT	2.5%	2.0%	Bookings Holdings	BKNG	1.8%	ViacomCBS	VIAC	1.6%			
<u>Financials</u>				EBAY	EBAY	2.3%	<u>Consumer Discretionary</u>					
American Express	AXP	3.0%	3.2%	Honda	HMC	0.7%	Alibaba	BABA	2.3%			
Globe Life Inc.	GL	1.6%	1.9%	Lowes Co.	LOW	1.9%	Borg Warner	BWA	3.2%			
PNC Financial	PNC	1.3%	1.7%	Mohawk	MHK	1.3%	Genuine Parts	GPC	3.1%			
Travelers	TRV	3.2%	1.9%	Target	TGT	2.5%	<u>Consumer Staples</u>					
US Bancorp	USB	3.1%	3.4%	<u>Consumer Staples</u>			Molson Coors	TAP	2.3%			
Wells Fargo	WFC	2.9%	2.5%	Kroger	KR	2.5%	<u>Energy</u>					
Truist	TFC	3.2%	1.4%	Pepsico	PEP	2.9%	Marathon Petroleum	MPC	3.3%			
<u>Health</u>				Sysco	SYU	1.9%	<u>Health</u>					
AmerisourceBergen	ABC	3.3%	0.0%	<u>Energy</u>			CVS	CVS	2.9%			
McKesson	MCK	2.5%	3.3%	Cimerex Energy	XEC	1.1%	Cigna	CI	2.4%			
<u>Industrials</u>				ConocoPhillips	COP	1.1%	Lab Corp of America	LH	2.4%			
General Dynamics	GD	2.1%	2.3%	Exxon Mobile	XOM	1.5%	<u>Financials</u>					
UPS	UPS	4.1%	2.7%	Exelon	EXC	2.6%	Eaton Vance	EV	3.8%			
				National Fuel Gas	NFG	1.6%	Federate Hermes	FHI	3.3%			
				Williams Brothers	WMB	2.2%	KeyCorp	KEY	1.1%			
				<u>Financials</u>			Northern Trust	NTRS	2.2%			
				Hartford Financial	HIG	1.6%	Raymond James	RJF	2.1%			
				Schwab	SCHW	2.2%	State Street Corp.	STT	2.8%			
				<u>Health</u>			T. Rowe Price	TROW	2.6%			
				Medtronic	MDT	2.3%	<u>Industrial</u>					
				GlaxoSmithKline	GSK	4.2%	3M	MMM	2.8%			
				Johnson & Johnson	JNJ	4.2%	Manpower	MAN	1.2%			
				Sanofi	SNY	2.6%	MSC Industrial Select	MSM	2.6%			
				<u>Materials</u>			Wesco	WCC	2.3%			
				PPG Industries	PPG	2.2%	<u>Technology</u>					
				<u>Technology</u>			Cognizant	CTSH	2.7%			
				Cisco	CSCO	2.2%	InfoSys	INFY	1.9%			
				<u>Utilities</u>			Intel	INTC	2.4%			
				National Grid	NGG	2.5%	IPGP Photonics	IPGP	2.7%			
				<u>REIT</u>			Qualcomm	QCOM	2.6%			
				AGNC REIT	AGNC	1.7%						

E
X
H
I
B
I
T

10

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 1:28 PM
To: Paul Power
Subject: FW: Audited Results & New Path To Continuity from Original-EIC

From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Tuesday, February 16, 2021 1:21 PM
To: Guidera, Catherine <catherine.guidera@ubs.com>
Subject: [External] Audited Results & New Path To Continuity from Original-EIC

Catherine,

I sent the below memo to Rachel Za Lei (rachel-za.lei@ubs.com), who I believe covers your U.S. Value Equity managers. It shows the value of continuity of decision-making from Original-Equity Investment Corporation, and offers a new path by which that should be possible given my non-compete with today's EIC. I hope you will let her (or your other due diligence contacts) know if you would like this to be available to you and your clients. Many thanks for your support.

Audited Results and New Pathway to Continuity of Original-Equity Investment Corporation's Investment Decision-Making

Email to Rachel Za Lei – February 16, 2021

I want to share some important updates as I continue to seek a return of my investment approach to the UBS platform. I would appreciate your feedback as well.

The firm I created in 1986 (Equity Investment Corporation, or 1986-EIC) was honored to be a part of your program. I was the individual with primary responsibility for managing 1986-EIC's strategies from their inception in 1986 until October 1, 2016¹. My management ended when 1986-EIC's accounts were transferred to a firm formed² and registered³ in May 2016 by my former colleagues (BZI Partners). That firm underwent a few name changes but ultimately adopted the name of Equity Investment Corporation (2016-EIC). I had no role in 2016-EIC's management of the strategies offered on UBS' platform (ACV, LCV and EICIX mutual fund)⁴.

However, I continued to manage 2016-EIC's restricted socially responsible (SRI) strategies until my employment contract ended August 2019. **I set up BI&R so advisors who put their trust in my approach could have a path for continuity of the investment approach that had been so successful at 1986-EIC under my management, and which had led to the firm's inclusion on your platform. The results from BI&R's continuity of 1986-EIC's decision-making since accounts moved to 2016-EIC is shown in red.**

I began reaching out to Chris Dionisopoulos in late 2019, and understand you now cover U.S. value managers. In 2020 I indicated that I had engaged The Spaulding Group to conduct an audit of BI&R's advertised results. [Their audit through December 31, 2020, is attached](#). In all categories of their testing, they "noted no differences" between my advertised results and actual portfolios.

Continuity of the strong performance from my 35 years investing (at 1986-EIC, 2016-EIC, and BI&R) is why I believe your clients, advisors, and firm would benefit from continuity of that management.

Results Since Barksdale Decision-Making Ended for EIC's ACV, LCV, and MCV Strategies ¹⁰							
(Gross of Fees- Since October 1, 2016)							
	Q4 2016	2017	2018	2019	2020	2021 - Jan	Cumulative
BI&R	8.0%	17.6%	-7.6%	29.6%	15.3%	5.6%	85.2%
EIC SRI Environmental	7.7%	19.1%	-8.7%	-	-	-	-
EIC SRI Catholic	8.5%	17.7%	-8.5%	-	-	-	-
EIC SRI Human Rights	7.5%	16.9%	-8.7%	-	-	-	-
EIC SRI Protestant	7.9%	17.9%	-7.8%	-	-	-	-
EIC Large-Cap Value SMA	4.0%	15.6%	-6.4%	22.7%	4.3%	0.6% *	44.8%
EIC All-Cap Value SMA	4.1%	15.6%	-6.4%	22.6%	5.0%	0.6% *	45.7%
Russell 1000 Value	6.7%	13.7%	-8.3%	26.6%	2.8%	-0.9%	43.4%
Russell 3000 Value	7.2%	13.2%	-8.6%	26.3%	2.9%	-0.5%	43.4%
S&P 500	3.8%	21.8%	-4.4%	31.5%	18.4%	-1.0%	86.4%
* EICX Return for January 2021							

Pathways to continuity from 1986-EIC

As you may know, my agreements with 2016-EIC place certain non-compete restrictions on BI&R. However, there are pathways by which UBS, it's advisors, and clients could access these portfolios. My preferred route has been for 2016-EIC to offer them via their SMA architecture because 1) 2016-EIC's marketing team is already in place and knows the story behind my investment approach, and 2) a resumption of growth for 2016-EIC would benefit the firm, its employees, and myself (since I share in 2016-EIC's revenues). However, I think we can understand why 2016-EIC's investment team wishes to connect the track record and reputation achieved under my management at 1986-EIC with their own efforts at 2016-EIC.

But UBS, its advisors, and clients have different interests than EIC's investment team. The first interest is client results, and the above table speaks for itself.

Second, you also have an interest in complying with the SEC's advertising rule (Rule 206(4)-1(a)(5)) and GIPS. SEC No-Action letters^{5, 6, 7}, and GIPS regulations⁸ support BI&R's advertising of the strategies over which I exercised decision authority from 1986 until October 1, 2016. The common denominator of these rules is that a successor firm can only advertise the results from a predecessor firm's strategy if there is continuity of the individual(s) responsible for that composite's investment decisions at the predecessor. The SEC's 1996 Horizon decision⁶ goes further, confirming that the individual who exercised authority for a strategy's investment decisions (the "Controlling Manager") at the predecessor can advertise those results if he or she continues in the decision-making role at a different firm, and even when there is a change in the team members assisting the Controlling Manager. **The point is that just as batting averages and ERA's follow the person who swung the bat or hurled the ball, a predecessor firm's performance is connected to the person who exercised investment decision authority, not other members on the team who assisted in the decisions. BI&R's results comply with Horizon and reflect a continuity of my decision-making since 1986.**

Third, you have an interest in growth, which is important not only to UBS, but also to your advisors, clients, and investment partners. I believe there is considerable demand in the field from advisors who were satisfied by the results achieved under my management at 1986-EIC.

For all these reasons, I hope you will ask 2016-EIC to provide you with continuity of decision-making for the results you are presenting to your clients from the strategies I managed at 1986-EIC. As the above makes clear, that is in everyone's best interest, but particularly your clients'.

If that cannot be achieved, I want to let you know that a billion-dollar+ RIA will soon be offering my model portfolios nationally through various channels. This will provide you with an alternative path to offer these portfolios consistent with your internal compliance guidelines concerning registration. However, since introducing a new firm and due diligence process will likely take longer than simply adding the approach back to your existing partnership with 2016-EIC, I wanted

to first give you a heads-up so you can make this request of 2016-EIC. This would facilitate serving your advisors in the most-timely manner possible.

If you cannot conclude an arrangement with 2016-EIC, I look forward to introducing you to this new pathway to offer my portfolios and investment approach to your advisors and clients. Growing together again would benefit everyone. Thanks again for UBS' support over past years.

Jim Barksdale
Founder, President, & Chief Investment Officer
Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)
Barksdale Investment & Research (8/1/19 to present)
3007 Piedmont Road – Suite 200
Atlanta, GA 30305
404-418-4999 (Office)
404-234-7420 (Cell)
www.BarksdaleInvestment.com

¹ See [Form ADV, Part 2, dated March 2, 2016 of JFB Holdings Corp](#) (previously named Equity Investment Corp, CRD # 108510 / SEC # 801-27781). Page 18 states: “*The four members of our investment team are responsible for all investment decisions including idea generation, fundamental research, and portfolio construction.... **Jim Barksdale retains final investment authority over all investment decisions.** Andrew Bruner, Terry Irrgang and Ian Zabor report to Jim.*”

² See Georgia Secretary of State filings for BZI Partners on May 2, 2016, with name changes to Five Falls Capital Partners on June 2, 2016, EIC Acquisition on August 22, 2016, and Equity Investment Corporation on October 4, 2016. <https://ecorp.sos.ga.gov/BusinessSearch/BusinessInformation?businessId=2194834&businessType=Domestic%20Profit%20Corporation&fromSearch=True>

³ See registration for BZI Partners, Five Falls Capital Partners, Equity Investment Corporation Acquisition, and Equity Investment Corporation on June 15, 2016 (CRD# 283930/SEC#: 801-107945 at <https://adviserinfo.sec.gov/firm/summary/283930>)

⁴ See pages 23 and 24 of BZI Partners – Five Falls Capital Partners – [EIC ADV Part 2 dated October 4, 2016](#) where the firm's investment members are Andrew Bruner, Terry Irrgang, and Ian Zabor.

⁵ See [Great Lakes Advisors \(available April 3, 1992\)](#), which rejected Great Lakes' petition to advertise results achieved at predecessor Continental Capital Management Corporation (“CCMC”), stating that “*Because individuals other than Calkins [predecessor's lead PM at CCMC] played a significant role in managing Old CCMC's equity accounts from January 1, 1985 to July 1, 1990, Great Lakes' use of Old CCMC's performance data for this time period would be misleading under rule 206(4)–1(a)(5).*”

⁶ See [Horizon Asset Management \(available September 13, 1996\)](#), which permitted Horizon Asset's “Controlling Manager” to advertise results from a predecessor firm even when different team members participated in decisions “if the Controlling Manager is the person actually responsible for making the investment decisions, and those decisions need not be made with the consensus of the other members of the committee.”

⁷ See [South State Bank \(available May 8, 2018\)](#), which allowed advertisement of a predecessor-firm's results because no changes occurred in the investment committee or management team in connection with the firm's restructuring.

⁸ See Provision 1. A. 32, page 50, [CFA Institute GIPS Performance Standards for Firms](#)

¹⁰ **BI&R only advertises results for strategies and periods in which Jim Barksdale was Controlling Manager.** In the Horizon Asset Management LLC SEC No-Action letter (available September 13, 1996, (<https://www.sec.gov/divisions/investment/noaction/1996/horizonasset091396.pdf>)), the Controlling Manager is the individual who holds final authority for investment decisions for a firm or strategy. When one firm wishes to advertise the performance achieved at another, but the investment committee changes, this guidance requires continuity of the investment decision-making authority across firms to prevent violations of the SEC Rule 206(4)–1(a)(5) (The Advertising Rule). The Horizon letter explains that continuity of all investment committee members between firms is not necessary so long as there is continuity of the individual who held final decision-

making authority in a team setting where a consensus of committee members was not required for investment decisions, that is, the Controlling Manager.

Jim Barksdale was Controlling Manager at the original Equity Investment Corporation (1986-EIC) - from January 1, 1985, through September 30, 2016, holding and exercising sole veto and decision authority over investment decisions for all of 1986-EIC's investment strategies. The firm was formed and registered (CRD # 108510 / SEC # 801-27781) in 1986. During this time, the firm's All-Cap Value strategy earned 11.9% per year versus 10.5% and 10.4%, respectively, for the benchmark Russell 3000® Value and S&P 500® indices, based on monthly gross returns reported to Morningstar.

Barksdale was assisted by three additional investment team members who joined 1986-EIC in 1999, 2003, and 2005. These individuals formed and registered BZI Partners (CRD# 283930/SEC#: 801-107945) in May 2016. Subsequent name changes led to it being renamed Equity Investment Corporation on October 4, 2016 (2016-EIC). Barksdale was not on 2016-EIC's investment team for unrestricted strategies (All-Cap Value, Large-Cap Value, and Mid-Cap Value) nor involved in subsequent investment decisions for these strategies. However, Barksdale continued as Controlling Manager for four socially responsible restricted strategies (Environmental, Human Rights, Catholic, and Protestant).

BI&R advertises results from the least-restrictive of these strategies (Protestant Value) from October 1, 2016, until December 31, 2018. During this period, 2016-EIC's composites for the Environmental, Human Rights, Catholic, and Protestant strategies increased 17.0%, 14.6%, 16.9%, and 17.6%, respectively, versus 11.3% for the Russell 1000 Value index. The Protestant Value portfolio that BI&R advertises earned slightly less, that is, 17.3%.

Since January 1, 2019, the results are those of a separately managed account whose holdings and weightings follow BI&R's recommended U.S. All-Cap Value Model Portfolio. **BI&R's results since October 1, 2016, have been independently certified following a review by The Spaulding Group to ensure the firm's policies, procedures, and performance results follow industry advertising guidelines and best practices. A copy of their review and certification is available upon request.**

All figures are time-weighted returns, gross of management, or administrative expenses. Cumulative results include reinvestment of dividends. Past results do not imply nor guarantee future results. Barksdale Investment & Research publishes model portfolios, does not tailor investments to client circumstances, and is not a Registered Investment Advisor. Subscriber results may vary depending on the individual implementation of published model portfolios. All investing involves risk, including the risk of loss.

E
X
H
I
B
I
T

11

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 1:26 PM
To: Paul Power
Subject: FW: Barksdale ACV & LCV via SMA & Model Delivery
Attachments: image002.png

From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Thursday, March 25, 2021 3:31 PM
To: Sharon Elliott <sharon@elanwm.com>
Subject: Barksdale ACV & LCV via SMA & Model Delivery

Elliott,

I am pleased to announce that BI&R's All-Cap Value and Large-Cap Value portfolios will now be offered via SMA and model delivery by [F/m Acceleration](#). F/m's mandate is to "enable talented managers to focus on what they do best: managing investments and delivering performance." That will be my focus.

As an update, since my management of EIC's ACV and LCV strategies ended 4 ½ years ago ¹, our results have exceeded both the S&P 500 and R3000 Value indices (see below). These above-market returns were achieved with below-market down-capture, critical components of investment success. To illustrate, since I launched my investment approach in 1986, clients earned an annualized return above 8% (gross) in 81.3% of the 364 rolling 60-month periods. This is "success" for most investor objectives and compares to a success rate of only 64.8% and 66.2% for the passive R3000 Value or S&P 500 indices, respectively. This shows why our approach is superior to passive strategies and why I hope it can again be available to you.

If you have any questions on the new relationship with F/m, please reach out to Kimberly LaVigne at (802) 238-9516 or myself. Thanks again for your support.

Barksdale Portfolio Results Since October 1, 2016 ¹ (Gross of Fees)			
	Barksdale / BI&R	R3000V	S&P 500
Q4 2016	8.0%	7.2%	3.8%
2017	17.6%	13.2%	21.8%
2018	-7.6%	-8.6%	-4.4%
2019	29.6%	26.3%	31.5%
2020	15.3%	2.9%	18.4%
2021 (YTD thru February 28)	<u>11.2%</u>	<u>5.7%</u>	<u>1.7%</u>
Cumulative	95.0%	52.4%	91.6%
Annualized	16.3%	10.0%	15.9%

Jim Barksdale
Founder, President, & Chief Investment Officer
Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)
Barksdale Investment & Research (8/1/19 to present)
3007 Piedmont Road – Suite 200
Atlanta, GA 30305
404-418-4999 (Office)

404-234-7420 (Cell)

www.BarksdaleInvestment.com

¹ October 1, 2016, is when Jim Barksdale's investment decision-making ended for Equity Investment Corporation's ACV, LCV, and MCV strategies. For the previous 30 ¼ years (since January 1, 1986), Barksdale exercised sole decision and veto authority for that firm's investment decisions. Past performance is not a guarantee of future results. Please see the necessary [disclosures](#).

Please [unsubscribe](#) me

E
X
H
I
B
I
T

12

From: Jim Barksdale <jim@barksdaleinvestment.com>

Sent: Thursday, May 6, 2021 10:27 AM

To: Sharon Elliott <sharon@elanwm.com>

Subject: BI&R via Fidelity SMA or Adhesion Group Models

<image001.png>

Sharon,

COVID afforded another test of skill in navigating a volatile market. ***BI&R's ACV portfolio rose 90.5% (gross, or 88.7% net of 1% fees) versus 58.4% and 56.4% for the R3000 Value and S&P 500 indices over the 12-months ending March 31, 2021.***

92% of this outperformance was due to stock selection, broadly applied across communications, financials, industrials, health care, technology, and staples. Our avoidance of utilities and REITs also contributed. (See [attribution analysis](#).)

Since I began investing, my greatest outperformance occurred during volatile markets when there was palpable fear (e.g., 1987 Crash, 2001-2 Tech/Large Cap Bubble, 2008-9 Credit Crisis). These were the key to Equity Investment Corporation's (EIC's) track record under my tenure and resulted in the on-boarding of our All-Cap Value (ACV) and Large-Cap Value (LCV) strategies by most major wealth platforms. This repeatability of my results during volatile markets across decades highlights the value of continuity of decision-making throughout my career. That is what BI&R's ACV and LCV portfolios offer.

BI&R's ACV and LCV strategies are now available from [F/m Acceleration](#) via separate accounts on Fidelity's [Separate Account Network](#) and [Institutional Wealth Services](#) platforms, or in model delivery on [Adhesion Wealth's](#) platform. If you would like to join the other wealth advisors accessing these portfolios, please contact Kimberly LaVigne at (802) 238-9516 or klavigne@fmacceleration.com.

Kimberly and I hope to hear from you, and thanks for your past support.

Jim Barksdale

Founder, President, & Chief Investment Officer

Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)

Barksdale Investment & Research (8/1/19 to present)

3007 Piedmont Road – Suite 200

Atlanta, GA 30305

404-418-4999 (Office)

404-234-7420 (Cell)

www.BarksdaleInvestment.com

E
X
H
I
B
I
T

13

From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Friday, July 23, 2021 8:01 AM
To: Richard Greenwald <Richard.Greenwald@RaymondJames.com>
Subject: RE: Combining Offense and Defense to Beat Passive Through Value

Rich,
 While New EIC's results are on their website, I thought I would make it easier for you to see the difference in results between the two styles, below. It seems simple common sense that a client should have continuity of investment approach and decision-making for a track record they are sold. **I think OSM allowing your use of F/m to access the strategies via separate accounts is the most straight-forward path** for continuity of the approach I founded at Old EIC. There has been about a 50% difference in returns in just under 5 years (below) - a rather substantial difference to your clients, your practice, and RJF.

Results Since October 1, 2016						
	New EIC		BI&R		R3000V	S&P 500
	Gross	Net of 1%	Gross	Net of 1%		
Q4 2016	4.1%	3.8%	8.0%	7.7%	7.2%	3.8%
2017	15.6%	14.4%	17.6%	1.8%	13.2%	21.8%
2018	-6.4%	-7.3%	-7.6%	1.7%	-8.6%	-4.4%
2019	22.7%	21.5%	29.6%	28.3%	26.3%	31.5%
2020	5.0%	3.9%	15.3%	14.2%	2.9%	18.4%
2021						
Q1	16.0%	15.8%	22.1%	21.8%	11.9%	6.2%
Q2	5.2% (EICIX)	4.92% (EICIX)	5.7%	5.5%	5.2%	8.5%
YTD	22.0% Est.	21.4% Est.	29.1%	28.4%	17.7%	15.3%
Cumulative	76.8%	68.7%	126.3%	115.9%	69.6%	117.1%
Annualized	12.7%	11.6%	18.8%	17.6%	11.8%	17.7%

Jim Barksdale
Founder, President, & Chief Investment Officer
 Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)
 Barksdale Investment & Research (8/1/19 to present)
 3007 Piedmont Road – Suite 200
 Atlanta, GA 30305
[Schedule a Call Link](#)
 404-418-4999 (Office)
 404-234-7420 (Cell)
www.BarksdaleInvestment.com

From: Jim Barksdale
Sent: Thursday, July 22, 2021 8:12 AM
To: richard.greenwald@raymondjames.com
Subject: Combining Offense and Defense to Beat Passive Through Value



2021 Second Quarter Commentary U.S. All-Cap Value Model Portfolio July 21, 2021

*"We tend to own companies that earn high returns on their shareholders' capital, reinvest earnings in their business for growth, that achieve their earnings and growth with low debt, yet sell at low P/E ratios."
Equity Investment Corporation Commentary - Q4, 1986*

BI&R's All-Cap Value (ACV) portfolio increased 5.7% last quarter and 29.1% year-to-date (gross of fees) versus 5.2% and 17.7%, respectively, for the Russell 3000 Value (R3000V) index, and 8.5% and 15.3% for the S&P 500. Since my management of Equity Investment Corporation's (Old-EIC's ¹) portfolios ended on October 1, 2016,¹ our ACV has risen 126.3% (gross) versus 69.6% for the R3000V and 117.1% for the S&P 500 ². Our performance pattern over 35 ½ years, i.e., long-term above-passive index returns with strongest performance achieved during crisis-market navigation, is not chance and reflects a fundamentally different approach versus passive and traditional value strategies.

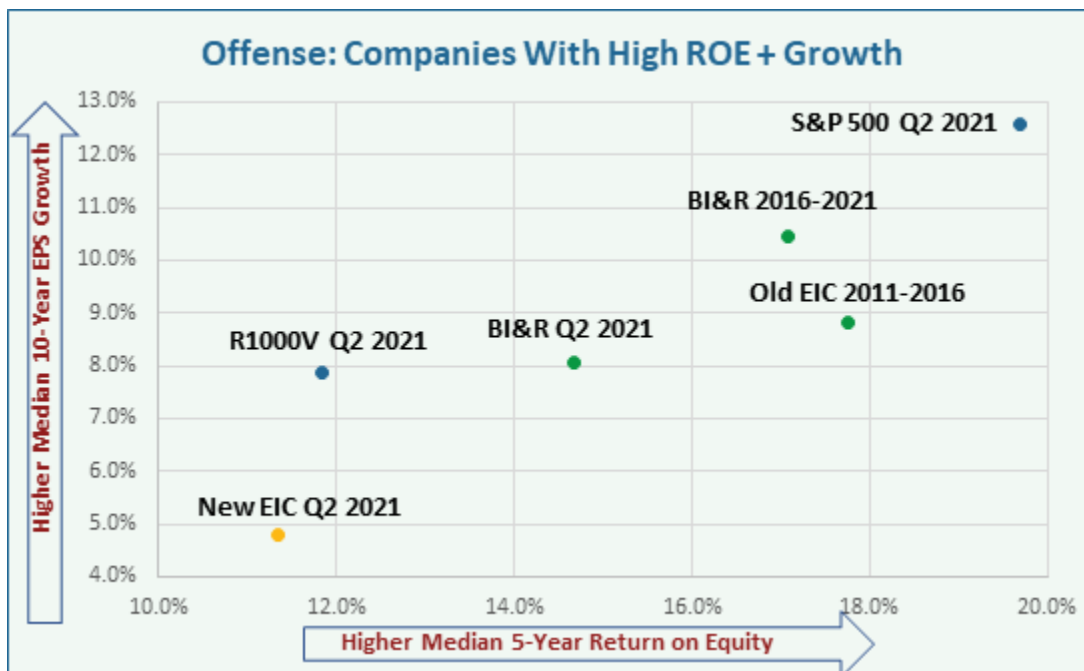
Barksdale-Managed ACV Portfolio Returns Since 1986 ²				
January 1, 1986 - September 30, 2016				
	<u>Gross</u>	<u>Net of 1% ³</u>	<u>R3000V</u>	<u>S&P 500</u>
Cumulative	3030.8%	2207.8%	2073.9%	1980.0%
Annualized	11.9%	10.7%	10.5%	10.4%
October 1, 2016 - June 30, 2021				
Q4 2016	8.0%	7.7%	7.2%	3.8%
2017	17.6%	16.4%	13.2%	21.8%
2018	-7.6%	-8.5%	-8.6%	-4.4%
2019	29.6%	28.3%	26.3%	31.5%
2020	15.3%	14.2%	2.9%	18.4%
2021 - Q1	22.1%	21.8%	11.9%	6.2%
Q2	<u>5.7%</u>	<u>5.5%</u>	<u>5.2%</u>	<u>8.5%</u>
YTD	29.1%	28.4%	17.7%	15.3%
Cumulative	126.3%	115.9%	69.6%	117.1%
Annualized	18.8%	17.6%	11.8%	17.7%
January 1, 1986 - June 30, 2021				
Cumulative	6985.2%	4883.4%	3587.7%	4415.1%
Annualized	12.6%	11.5%	10.5%	11.1%

A Random Walk Down Wall Street?

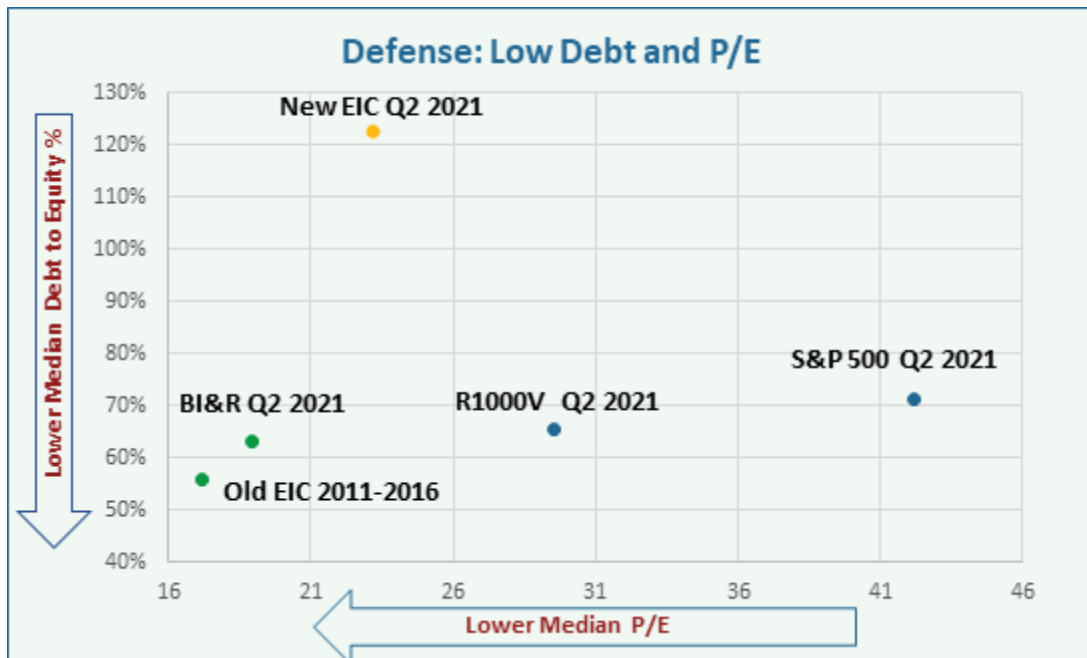
Our difference began with the 1977 Buffett article "*How Inflation Swindles the Equity Investor*" (Fortune, May 1977). After I had concluded that traditional valuation models lacked efficacy, Buffett offered a different way of thinking: for an owner, a business has a **bond value** (assuming no growth and relatively easy to value) and a **reinvestment value** that depends on the business's ability to reinvest earnings at high returns on capital for growth. This "reinvestment value" is more difficult to determine, depending on the investor's return objective, time horizon, and risk tolerance - and requires judgment.

By focusing on a business's reinvestment value, one owns companies that create cash through their high returns on the owner's capital, have less need for debt, and grow in value. By applying a strict valuation methodology to these concepts, one protects against overpaying for growth. In other words, our approach embeds strong offense + defense into a portfolio's structure. Companies with low P/E's and low debt protect against valuation and insolvency risks, while those with high returns on shareholders' capital and growth offer the prospect of growing values that protect against business decay (value-traps) and inflation - the core point of the 1977 Buffett article.

The table above and graphs below show that where there was continuity of **Old EIC's** investment approach and decision-making, there was continuity of its portfolio characteristics and performance. My decision-making did not end at **Old-EIC** due to any plans to retire, but because my other investment team members resigned from **Old EIC** during my 2016 Senate campaign to establish their own firm, now **New EIC**¹. Because of our investment differences, **New EIC** did not include the founder of **Old-EIC's** approach on its investment team. **New-EIC's** portfolio characteristics are shown below, and you may see [New-EIC's results since 2016 here](#).



[link to figure: Offense]



[link to figure: Defense]

Source: S&P Capital IQ Portfolio Analytics

Accessing BI&R Model Portfolios: SMA, Model, and Exchange-ETF

We believe clients should have continuity of the investment decision-making for a track record advertised to them ⁴. BI&R's portfolios provide **Old-EIC's**¹ philosophy, process, decision-making personnel, and portfolio characteristics. They are available via [F/m Acceleration](#) through separately managed accounts (single or dual contract) or model delivery. If you would like this time-tested approach to benefit your clients, we hope you will request approval to utilize them through your internal channels.

In addition, we expect the launch of an ETF implementing our strategy during Q4. ***By contributing shares at the ETF's formation as part of a tax-free 351 exchange, clients with low-basis holdings can receive shares in the ETF at market value and retain their original low-basis for tax purposes.*** We need sufficient interest to launch, so please [reply here](#) if you are interested, and we will follow up with you. If you have any questions and would like to speak personally, please [schedule a call](#) at a mutually convenient time.

Second Quarter Portfolio Changes

We sold our position in Discovery during Q1 due to its dramatic price rise. Its stock price fell over 60% since March, and we re-established our position in Q2. We also trimmed several holdings following price increases and sold our shares in 3M. As a result, our cash position rose to 5.8%, as reflected in our [Q2 Model portfolio](#).

My thanks again to all who supported my investment approach at **Old-EIC**, and I hope we can begin working together again in the near future.

Jim Barksdale
Founder, President, & Chief Investment Officer
 Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)
[Barksdale Investment & Research](#) (8/1/19 to present)
[404-418-4999](#) (Office) or [404-234-7420](#) (Cell)

[Please Unsubscribe me](#)

Disclosures

¹ Jim Barksdale founded the original Equity Investment Corporation in 1986 (CRD # 108510 / SEC # [801-27781](#), or **Old-EIC**). On May 2, 2016, **Old-EIC's** other investment team members (Bruner, Zabor, Irrgang) obtained [Georgia registration](#) for their firm, BZI Partners. BZI Partners (BZI) received [its SEC registration approval](#) on June 15, 2016 (CRD # 283930 / SEC # [801-107945](#)). On October 1, 2016, **Old-EIC** sold certain of its assets to BZI, which changed its name to Equity Investment Corporation (**New-EIC**).

² **BI&R only advertises results for strategies and periods in which Jim Barksdale was primarily responsible for results as a strategy's Controlling Manager**⁴. From January 1, 1985, through September 30, 2016, Barksdale held and exercised sole veto and decision authority over investment decisions for all investment strategies at **Old-EIC**^{4, 5} (CRD # 108510 / SEC # [801-27781](#)). Barksdale was assisted by three additional investment team members who joined **Old-EIC**¹ in 1999, 2003, and 2005.

Barksdale had no role in investment decisions for **New-EIC's**¹ ACV, LCV, and MCV strategies^{4, 5}, but managed four socially responsible restricted strategies for the new firm (Environmental, Human Rights, Catholic, and Protestant). BI&R advertises results from the least restrictive of these strategies (Protestant Value) from October 1, 2016, until December 31, 2018. Since January 1, 2019, the results are those of a separately managed account whose holdings and weightings follow BI&R's recommended U.S. All-Cap Value Model Portfolio.

BI&R's results from October 1, 2016, through December 31, 2020, have been independently certified following a review by The Spaulding Group to ensure the firm's policies, procedures, and performance results follow industry advertising guidelines and best practices. Their review and certification is available upon request.

All figures are time-weighted returns, gross of management, or administrative expenses. Cumulative results include reinvestment of dividends. Past results do not imply nor guarantee future results. Barksdale Investment & Research publishes model portfolios, does not tailor investments to client circumstances, and is not a Registered Investment Advisor. Subscriber results may vary depending on the individual implementation of published model portfolios. All investing involves risk, including the risk of loss.

³ Net of hypothetical 1% annual fee, billed monthly.

⁴ The SEC recently updated and clarified its [advertising rules](#), broadly re-affirming prior No-Action letters regarding advertising of performance results achieved at another firm. [Page 267](#) states, "*prior performance results of accounts managed by a predecessor entity may be used so long as: (i) the person responsible for such results is still the adviser.*" The SEC previously concluded that a change in the investment team advising an individual exercising decision authority (the *Controlling Manager*) would not preclude his or her subsequent advertising of performance from another firm so long as there is continuity of the individual exercising ultimate decision authority across firms. (See *Horizon Asset Management*, available September 13, 1996, at <https://www.sec.gov/divisions/investment/noaction/1996/horizonasset091396.pdf>).

⁵ See **Old-EIC's**¹ Form ADV, Part 2, dated March 2, 2016 (CRD # 108510 / SEC # [801-27781](#)). Page 18 states: "*The four members of our investment team are responsible for all investment decisions including idea generation, fundamental research, and portfolio construction..... **Jim Barksdale retains final investment authority over all investment decisions.** Andrew Bruner, Terry Irrgang, and Ian Zabor report to Jim.*" See pages 23 and 24 **New-EIC's**¹ [ADV Part 2 dated October 4, 2016](#), where the firm's investment members are Andrew Bruner, Terry Irrgang, and Ian Zabor.

E
X
H
I
B
I
T

14

From: Paul Power <ppower@eicatlanta.com>
Sent: Friday, February 25, 2022 1:15 PM
To: Paul Power
Subject: FW: Finding Opportunities in Crises Since 1986

From: John Janoch [<mailto:John.Janoch@RaymondJames.com>] **Sent:** Monday, August 16, 2021 7:42 AM **To:** Fred Gifford
Subject: FW: Finding Opportunities in Crises Since 1986

Fred – good morning. Thought I would forward the email sent this morning. Mr. Barksdale seems to be a bit more aggressive in his writing.

Thanks,

John N. Janoch
Senior Vice President, Investments

Raymond James Cleveland Office
T 216-292-8837 // 866-269-0319 // F 866-522-8752
3201 Enterprise Parkway

Suite 240
Beachwood, Ohio 44122

RAYMOND JAMES



Web site: <https://www.raymondjames.com/johnjanoch>

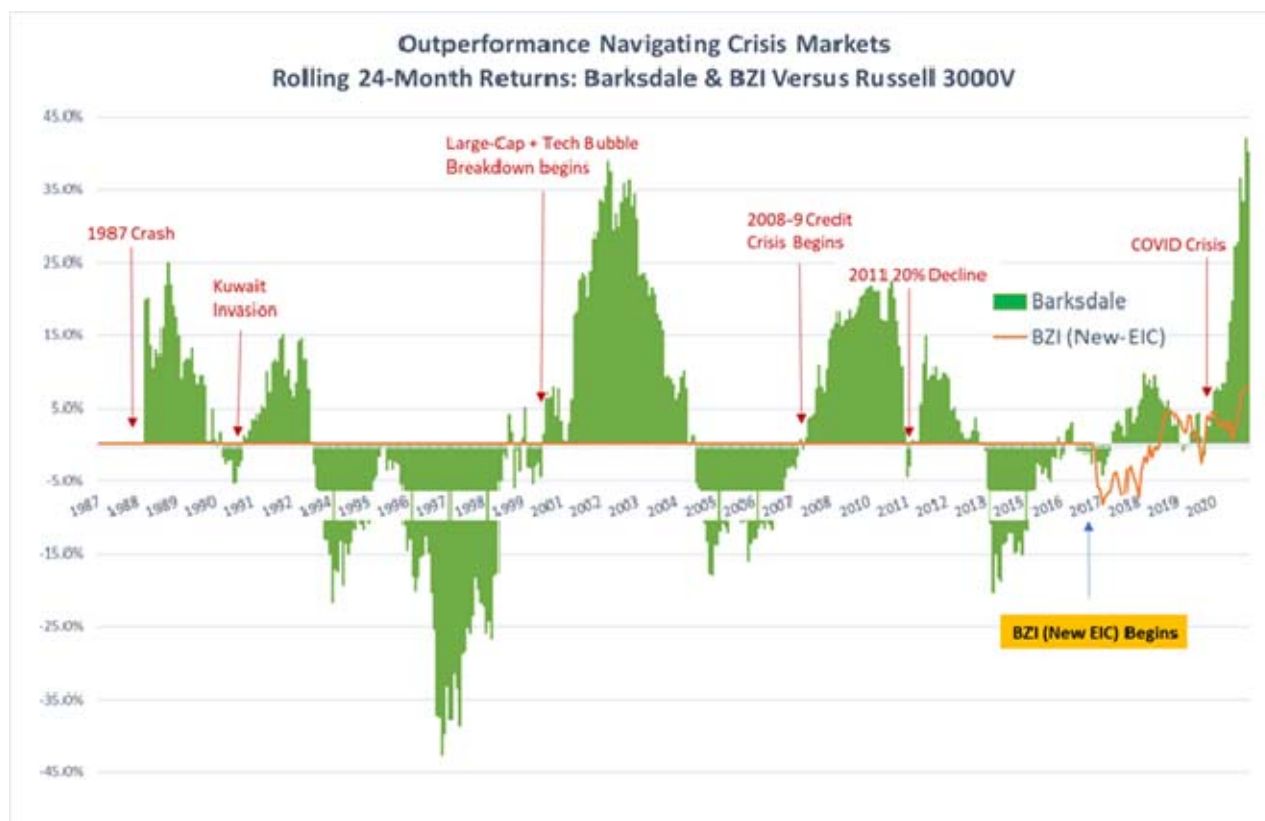
From: Jim Barksdale <jim@barksdaleinvestment.com>
Sent: Monday, August 16, 2021 8:17 AM
To: John Janoch <John.Janoch@RaymondJames.com>
Subject: Finding Opportunities in Crises Since 1986

"A Smooth Sea Never Made a Skilled Sailor" ¹

Under my command as sole decision-maker, Equity Investment Corporation's (original-EIC's) hallmark was its navigation of "rough seas," like the 1987 Crash, the Kuwait invasion, the 2002-02 tech & large-cap bubble breakdown, and the 2008-09 credit collapse. Each proved an opportunity for disciplined investors with an eye for value and quality. That hallmark was evident in our navigation of COVID, as shown by the green bars below. They show the **rolling 24-month excess gross return** over the Russell 3000 Value index of Barksdale-managed portfolios since 1986 ³.

In June 2016, Bruner, Irrgang, and Zabor resigned [[see BZI resignations](#)] from original-EIC due to disagreements with my investment approach and their lack of decision authority. Due to the jeopardy created for jobs and my marketing team's pleas, the outcome was that their firm (BZI Partners, n/k/a Equity Investment Corporation) began managing original-EIC's clients' accounts on October 1, 2016. BZI's sales representatives told advisors that I had stepped back to retire but was still involved with BZI's portfolios, so "nothing had changed." These statements were untrue, but BZI prohibited me from speaking with advisors to correct the record [[see footnote below](#) ²]. The orange line shows BZI's rolling 24-month excess return versus the Russell 3000 Value index since my management of those portfolios ended.

As highlighted in our Q2 Commentary [link [here](#)], BI&R's portfolios reflect the philosophy and portfolio characteristics that defined my approach at original-EIC, namely, high ROE with growth, low debt, and low P/E [see [EIC 1986 commentary](#)]. They are offered both as separate accounts or model portfolios [see [details](#)] on various platforms. We hope this approach will be made available again at Raymond James. If you agree and would like access, please let your internal channels know of your interest. My thanks to all the many supporters of my investment approach at original-EIC.



Jim Barksdale
Founder, President, & Chief Investment Officer
 Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)
[Barksdale Investment & Research](#) (8/1/19 to present)
[Schedule a call link](#)
 404-418-4999 (Office) or 404-234-7420 (Cell)

¹ F. D. Roosevelt

² "You are prohibited from commenting on, disclosing or discussing EIC, its management, your responsibilities or role within EIC, EIC's business models, EIC's investment models or tools or strategies, or its future plans regarding you, SRI strategies, or any other topic. If you receive inquiries or questions, you must immediately forward the inquiry or question to EIC management to ensure a prompt and accurate response. You will not respond to the sender, and you are prohibited from saying anything at all to the sender." May 30, 2018 Letter from Mazursky & Constantine on behalf of BZI Partners (n/k/a/ Equity Investment Corporation).

³ See important [disclosures](#)

[Please unsubscribe me.](#)

▪ Raymond James & Associates, Inc. member NYSE/SIPC.

Please visit <http://raymondjames.com/smrja.htm> for Additional Risk and Disclosure Information. Raymond James does not accept private client orders or account instructions by email. This email: (a) is not an official transaction confirmation or account statement; (b) is not an offer, solicitation, or recommendation to transact in

any security; (c) is intended only for the addressee; and (d) may not be retransmitted to, or used by, any other party. This email may contain confidential or privileged information; please delete immediately if you are not the intended recipient. Raymond James monitors emails and may be required by law or regulation to disclose emails to third parties.

Investment products are: Not deposits. Not FDIC Insured. Not guaranteed by the financial institution. Subject to risk. May Lose Value.

This may constitute a commercial email message under the CAN-SPAM Act of 2003. If you do not wish to receive marketing or advertising related email messages from us, please reply to this message with “unsubscribe” in your response. You will continue to receive emails from us related to servicing your account(s).

E
X
H
I
B
I
T

15



2021 Year-End Commentary January 31, 2022

36 Years & 5 Crises Markets (so far)

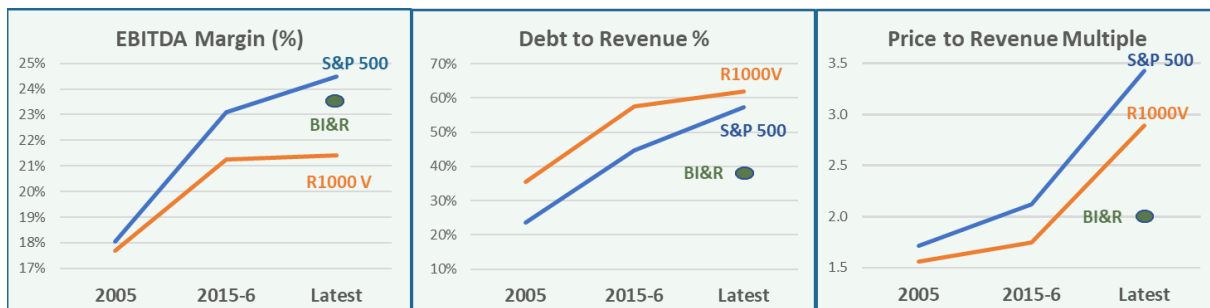
BI&R's All-Cap Value (ACV) portfolio increased 28.9% in 2021 (gross, or 26.4% net of a 2% hypothetical fee) versus 25.3% and 28.7%, respectively, for the Russell 3000 Value (R3000V) and S&P 500 indices¹. Over the past 36 years, our investment approach has provided returns above those of passive equity indices with below-market volatility, producing an annualized excess return versus volatility ("alpha") of 3.5%². This has primarily been driven by successful navigation of crisis markets (the 1987 Crash, the 1990 Kuwait invasion, the 2001-2 collapse of the large-capitalization "Buffett Inevitables" stocks and dot-coms, the 2008-9 credit crisis, and 2020's COVID).

Ray Dalio's new book "Principles of Dealing with the Changing World Order" reveals how unpredictable risk is. However, my method of dealing with uncertainty differs from Dalio's because I do not believe I can anticipate future events despite the broad repeating patterns he discusses. Instead, I try to protect against market-specific risks through stock selection, while protecting long-term against inflation and insolvency risks through strategy engineering and design.

Protecting Against Today's Market-Specific Risks

Each market has its specific risks, drivers, and triggers. The risk today is high margins, high debt, and high prices, driven by aggressive fiscal and monetary policies, with an inflation trigger.

The graphs below show how profitability, debt, and stock prices have risen versus revenues since the 2007 credit crisis. While I have no proof of causality, I believe stimulative monetary and fiscal policies have facilitated these increases. Any directional change to tame inflation will expose significant price risk if EBITDA margins return to normal levels while interest payments on increased debt have risen.



Source: S&P Capital IQ, all figures are medians

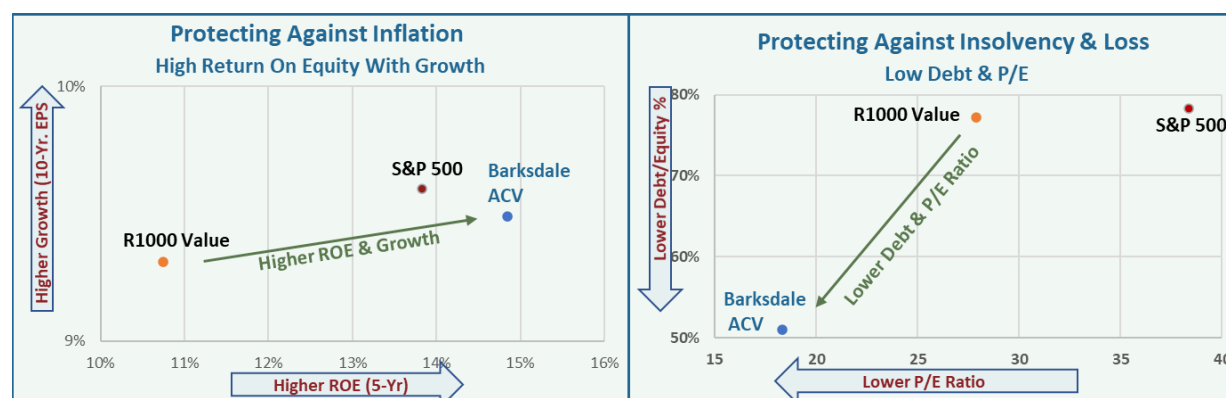
As Warren Buffett has said, "only when the tide goes out do you discover who's been swimming naked." While we cannot guarantee success in navigating the next market crisis, we can guarantee that we have been conscious of these growing risks and tried to bolster portfolios to protect against them. **Our positioning can be seen by the green dots showing that our portfolio selections have focused on owning companies with more normalized margins, debt, and prices versus revenues.**

Protecting Against Inflation & Insolvency

Our investment approach is engineered to protect against inflation and insolvency through ownership of businesses that earn high returns on shareholders' capital, reinvest earnings for growth, achieve growth without excessive debt, and are purchased below their "real value." Our "real value" targets a 4%-5% return on our invested capital above inflation over a seven-year holding horizon. This portfolio design has been present since the inception of our approach, as stated in our [1986 Year-End Commentary](#):

"We tend to own companies that earn high returns on their shareholders' capital, reinvest earnings in their business for growth, achieve their earnings and growth with low debt, yet sell at low P/E ratios." [Equity Investment Corporation, 1986](#)

Continuity of this portfolio strategy design can be seen graphically versus the S&P 500 and Russell 1000 Value indices below.



Source: S&P Capital IQ, all figures are medians

2021 Portfolio Attribution

Our 2021 outperformance versus the Russell 3000 Value index was driven by stock selection across multiple sectors (Communications, Consumer Staples, Technology, Industrials, and Health Care), offset by poor performance from one stock (Alibaba - Consumer Discretionary). Alibaba's price decline has been principally due to political rather than economic issues and we believe it continues to have long-term growth potential.

The strong contribution from stock selection was partially offset by our underweight positions in the two top-performing market sectors (energy +55.8% and REITs +42.3%). We typically have underweight positions in these sectors under our discipline due to low growth, low returns on invested capital, and high levels of debt.

Q4 Portfolio Changes

As noted earlier, our determination of "real value" is calibrated to provide a real return over inflation. Because of this, a higher rate of inflation reduces the amount we are willing to pay for a business. We increased our inflation assumption to 3% last quarter due to prevailing higher inflation rates. This reduced valuations and triggered several sales, particularly given 2021's strong price increases.

For example, we sold our positions in Arista Networks, Cisco, Cognizant, Lab Corporation of America, General Mills, and Wesco, all at significant gains. We added one new position (Activision), which Microsoft now plans to acquire at a 60% premium to our purchase price. As a result, we closed 2021 with about 11% in cash.

How to Access BI&R Portfolios

I appreciate the decades of support for our investment approach by so many firms, advisors, and clients. Our portfolios are currently available as separate accounts from [F/m Investments](#) or via model implementation at [Adhesion Wealth Advisors](#).

Jim Barksdale

Founder, President, & Chief Investment Officer

[Barksdale Investment & Research](#) (8/1/19 to present)

Equity Investment Corporation – Registered 1986 (12/31/85 to 9/30/16)

404-418-4999 (Office)

404-234-7420 (Cell)

[Barksdale Investment & Research](#) publishes model portfolios, which are implemented by [F/m Investments](#), an SEC registered investment advisor. The portfolios are available as separate accounts at Charles Schwab, Fidelity, and Envestnet, or via model delivery through [Adhesion Wealth Advisor Solutions](#), a Vestmark company.

Disclosures

¹ Barksdale Investment & Research's (BI&R's) results since October 1, 2016 reflect its All-Cap Value (ACV) composite, which has been verified by the Spaulding Group. All figures are time-weighted returns, gross of management, administrative, custody, other fees, or trading costs, and include reinvestment of dividends and interest. BI&R's performance figures are provided as supplemental information to the firm's GIPS composite reports. Individual account results may differ from BI&R's composite results, and past performance is not indicative of future results. Results are provided after hypothetical 2% annual fees (billed monthly) to illustrate the potential impact of fees. Past results do not imply nor guarantee future results. All investing involves risk, including the risk of loss. BI&R publishes model portfolios, which are implemented by F/m Investments, a registered investment advisor

² **Consistent with the SEC's Horizon Asset Management No-Action letter, BI&R advertises results for strategies and periods in which Jim Barksdale held and exercised sole decision and veto authority and was thus primarily responsible for a strategy's results**³. From January 1, 1985, through September 30, 2016, Barksdale held and exercised sole veto and decision authority over investment decisions for all investment strategies at Equity Investment Corporation ("original-EIC" - CRD # 108510 / SEC # 801-27781). Barksdale was assisted by three additional investment team members who joined the firm in 1999, 2003, and 2005. On October 1, 2016, original-EIC sold certain of its assets to BZI Partners, an RIA formed and registered in 2016 (CRD # 283930 / SEC # 801-107945). BZI Partners changed its name to Equity Investment Corporation (BZI n/k/a EIC). BI&R's ACV strategy results prior to October 1, 2016 reflect original-EIC's ACV strategy under Barksdale's management.

³ The SEC recently updated and clarified its advertising rules, broadly re-affirming prior No-Action letters regarding advertising of performance results achieved at another firm. The SEC previously concluded that a change in the investment team advising an individual exercising decision authority would not preclude his or her subsequent advertising of performance from another firm so long as there is continuity of the individual exercising ultimate decision authority across firms. (See Horizon Asset Management, available September 13, 1996, at <https://www.sec.gov/divisions/investment/noaction/1996/horizonasset091396.pdf>).

BI&R's results from October 1, 2016, through December 31, 2021, have been independently certified following a review by The Spaulding Group to ensure the firm's policies, procedures, and performance results follow the CFA Institutes GIPS guidelines and best practices. Their review and certification is available upon request.

Barksdale Investment & Research publishes model portfolios, which are implemented by F/m Investments, an SEC registered investment advisor. The portfolios are available as separate accounts at Charles Schwab, Fidelity, and Envestnet, or via model delivery through Adhesion Wealth Advisor Solutions, a Vestmark company.

E
X
H
I
B
I
T

16

BILL OF SALE

This Bill of Sale (this "Bill of Sale"), made effective as of September 30, 2016 (the "Effective Date"), is executed by JFB Holdings Corp., formerly known as Equity Investment Corporation, a Georgia Corporation ("Seller" or "EIC"), for the benefit of Equity Investment Corporation Acquisition, Inc., a Georgia Corporation ("Buyer"), as assignee of Buyer's rights under the Asset Purchase Agreement, (the "APA") dated August 2, 2016.

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by the APA, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of the Effective Date, all of Seller's right, title and interest in and to all of the assets (the "Purchased Assets") described on **Exhibit A** attached hereto. Buyer and Seller acknowledge and agree that the Seller is not transferring, selling, or otherwise assigning any rights to the excluded assets under the APA.

2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Power of Attorney. Without limiting **Section 2** hereof, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Purchased Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Purchased Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same,

Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. Terms of the APA. The terms of the APA, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5. Severability. If any provision of this Bill of Sale is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Bill of Sale shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Bill of Sale a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6. Governing Law; Venue. This Bill of Sale and the rights and obligations of the parties hereto shall be governed by, construed, and enforced in accordance with internal laws (and not the conflicts laws) of Georgia. To the extent that a civil action may be filed consistent with the APA and regulatory requirements, the parties irrevocably consent that any legal action or proceeding against them under, arising out of or in any manner relating to the APA or this Bill of Sale, or any other agreement, document or instrument arising out of or executed in connection with the APA shall be brought only in the court of appropriate jurisdiction of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia (if that court has subject matter jurisdiction). By the execution and delivery of this Bill of Sale, Buyer and Seller expressly and irrevocably consent and admit to the personal jurisdiction of any of such courts in any such action or proceeding, and hereby expressly and irrevocably waive any claim or defense in any action or proceeding brought in a forum designated hereby based on or any alleged lack of personal jurisdiction, improper venue or *forum non conveniens* or any similar basis.

7. Miscellaneous. This Bill of Sale may be modified only by a writing signed by each party hereto. There are no oral agreements between the parties to this Bill of Sale. This Bill of Sale may be executed in counterparts. Faxed copies of manually executed signature page(s) to this Bill of Sale will be fully binding and enforceable without the need for delivery of the manually executed signature page(s). Seller may not assign any of its rights hereunder or delegate any of its duties hereunder. Any Schedule or Exhibit referred to herein is incorporated by reference herein. The captions in this Bill of Sale are for convenience of reference only and are not to be considered in interpreting this Bill of Sale. Use of "herein," "hereof," "hereby" or similar terms refer to this Bill of Sale as a whole. The reference to any gender shall be construed to include the masculine, feminine and neuter. This Bill of Sale is binding on the parties hereto and their heirs, estates, personal representatives, successors, and assigns. This Bill of Sale shall not be construed against the party responsible for, or primarily responsible for, preparing this Bill of Sale. Time is of the essence with respect to all of Seller's obligations in this Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

SELLER:

JFB HOLDINGS CORP.

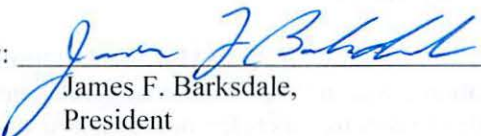
By: 
James F. Barksdale,
President

EXHIBIT A

All of EIC's rights, title, goodwill, and interest in and to certain of its tangible and intangible assets, as further described on Exhibit A-1 hereto and, including without limitation 1) the right to use the names Equity Investment Corporation and EIC, 2) the investment track record for all products and activities, including all books and records to substantiate track record back to inception ("Track Record"), 3) all client files and databases, contracts, documents and records, and the assignable interest in all client relationships except those specifically excluded, 4) all research materials including files, books, reports, and the like, 5) all business know-how to include algorithms, spreadsheets, models, and the like, 6) all marketing materials including brochures, letters, recorded calls and presentations and any other materials used in selling and retaining business, 7) all prospect information and databases, 8) all employee calendars, 9) all computer software and programs and data associated therewith, whether maintained on external or internal hardware, owned or not owned by EIC, unless specifically excluded, 10) all books, records, files and reports pertaining to SEC and state registration and compliance with laws, rules and standards of EIC's investment business, 11) employee records pertaining to all persons to be employed by Buyers after Closing, 12) office supplies, 13) computer equipment and office equipment including, without limitation, telephone, printing and copying equipment, 14) all websites, Internet domains and associated property, including renewal rights, owned or controlled by EIC, and 15) all trademarks, trade name rights, copyrights and other intellectual property rights related to any of the Assets, some of which are further defined hereinbelow (all of which may be referred to herein as the "Assets").

By way of further description, and not limitation, the Assets shall specifically include, without limitation:

- (1) All of the client accounts and relationships listed on Exhibit A-1 (including, for clients that are natural persons, their immediate family members, heirs and assigns), and all of the client lists, files, documents, applications, illustrations, disclosures, delivery receipts, compliance records, working papers, and pertinent information for those clients including, but not limited to, names, addresses, phone numbers, account numbers, transaction histories, computer records, and copies of any available correspondence with such clients, whether written or electronically stored or otherwise recorded in each case (the "Client Records") and, as between Buyers and EIC, the exclusive right to provide financial services to such clients ("Client Accounts").
 - (2) All fees earned and recognized on or after date immediately following Closing with respect to the Client Accounts, as well as all future fees and other revenue derived from the Assets and Client Accounts after Closing, to the extent not otherwise expressly excluded.
 - (3) All fees and other revenue earned and derived from the Assets and Client Accounts after Closing, based on when such fees and other revenue were earned, to the extent not expressly excluded.
 - (4) All rights to renew agreements with existing and prospective clients of EIC and other rights to receive payments arising from the servicing of such clients and the operations of EIC after Closing.
-

EXHIBIT A-1

Assets (further describing certain assets described in Exhibit A)

All of EIC's customer and client accounts and account relationships, whether such such relationships are based upon individual client agreements or master, model portfolio or subadvisory agreements, or any other agreement under which EIC manages or provides advice relating to assets;

EIC's interest in and to all investment management contracts and other contracts under which EIC provides investment and advisory services;

EIC's interest in any investment management or investment advisory contract with any mutual fund, including, without limitation the EIC Value Fund of FundVantage Trust.

E
X
H
I
B
I
T

17

CERTIFICATION

JFB Holdings Corp., formerly known as Equity Investment Corporation, a Georgia Corporation (“EIC”) hereby certifies that as of September 30, 2016 (the “Closing Date”):

a. All material representations and warranties made in the Asset Purchase Agreement (the “APA”) dated August 2, 2016 by EIC are true as of the Closing Date, and, as of the Closing Date, EIC has not violated or failed to materially perform in accordance with any covenant contained in the APA;

b. There have been no material adverse changes in the Assets as described in the APA before the Closing Date;

c. On the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of the APA or the contemplated transactions.

So certified, this 30th day of September, 2016

JFB Holdings Corp., formerly known as Equity Investment Corporation

By:  _____
James F. Barksdale, President