

The Goff Financial Group

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This Brochure provides information about the qualifications and business practices of The Goff Financial Group. If you have any questions about the contents of this Brochure, please contact us at 713-850-8900. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. The Goff Financial Group is a registered investment advisor. Registration of an investment advisor does not imply any level of skill or training. The oral and written communications of an advisor provide you with information about which you determine to hire or retain an advisor. Additional information about The Goff Financial Group is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Material Changes

The last annual update of this brochure was in March 2018. The following material changes have occurred since that update:

Effective September 2018, we are now participants in the TD Ameritrade AdvisorDirect program.

Currently, our Brochure may be requested by contacting our office at 713-850-8900. Our Brochure is also available on our web site www.GoffFinancial.com/adv2.pdf free of charge.

Additional information about The Goff Financial Group is also available via the SEC's website www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with The Goff Financial Group who are registered, or are required to be registered, as investment advisor representatives of the company.

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Item 4 - Advisory Business

Matthew Goff Investment Advisor, LLC (the "company" or "advisor"), which primarily conducts business under the name The Goff Financial Group, is an investment advisor providing investment management and financial planning services (the "Services") to individuals, small business and retirement plans. The company was founded in 1994 by Matthew Goff, Chief Investment Officer ("CIO"). To this day, Matthew Goff remains the sole owner and principal, owning 100% of the company and remaining committed to providing the highest standard of Service to clients. The company spends 100% of its time engaged in providing Investment Advisory Services to clients.

As of December 31, 2017, the company managed approximately \$271,617,660 on a discretionary basis and approximately \$13,453,262 on a non-discretionary basis. The company offers its Services on a fee-only basis which is charged based upon assets under management. Prior to engaging the company to provide any of the foregoing Services, the client will be required to enter into one or more written agreements setting forth the terms and conditions under which the company shall render its Services (collectively the "Agreement").

Because of the company's fee-only model, the company has the autonomy to act in the best interest of the client. The company takes the time to analyze the situation of each client and develop solutions tailored to each client's needs. The company bases its portfolio strategy on the objectives, income needs and other special circumstances of each client. The company seeks to create the optimal balance between reducing risk, asset growth, income, and preservation of capital.

The company manages its clients' assets on a discretionary basis, which means the company will determine which securities and the amount of each security to be purchased or sold. The specifics of each client's portfolio are described in the Agreement executed between the client and the company. In all cases the company utilizes its expertise to build customized portfolios using securities including, but not limited to, the following:

- Exchange Listed Stocks and Funds
- Securities Traded Over the Counter
- Mutual Fund Shares
- Corporate Bonds
- US Government Bonds
- Commercial Paper
- Certificate of Deposits
- Options on Securities

The company's main strategy is providing optimal investment advisory service to clients, including rigorously addressing each individual's specific needs. Because these needs evolve overtime, clients are advised to promptly notify the company if there are any changes in their financial situation that could materially impact the management of their portfolio.

Item 5 - Fees and Compensation

Clients execute an agreement granting the company a limited power of attorney with full discretion to select investments and dollar amounts to be allocated to each investment, and to direct these investments through a third party broker and/or custodian. Investments which are reasonably expected to achieve a client's investment objectives, as established during the initial interview with the client, are then selected by the advisor. .

Fee schedule: Fees are based on the net asset value of the portfolio at the end of each quarter. The fees are payable at the end of each quarter. The maximum annual fee charged to clients is 1.25% for the first \$2 million, 1.00% for the next \$3 million and 0.90% for the remaining balance. The company, in its sole discretion, may charge a lower management fee based upon client circumstances. The fee is based on the assets under management as reported by the client's custodian. The fee calculation is based on the total value of the account, including cash, cash sweep vehicles and any accrued interest that is reported by the custodian in the client's accounts.

The specific manner in which fees are charged by the company is established in the company's Investment Management Agreement. Termination of the investment advisory contract is accomplished via 30 day written notice. The company generally bills management fees on a quarterly basis. Clients are billed in arrears - at the end of each quarter. Clients must authorize for such fees to be debited directly from the client's account at the end of the quarter. Management fees are prorated for each capital contribution and withdrawal made during the applicable calendar quarter. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any account, any earned, unpaid fees will be due and payable.

The company is compensated solely by its clients and does not receive any third party fees or commissions. The company's management fees listed in this document are separate from fees and commissions charges imposed by custodians, brokers, third party investments including but not limited to fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to the advisor's fees.

The company may charge a minimum fixed fee of \$5,000 or \$1,250, quarterly, regardless of account size as agreed upon in the investment management agreement with the client. This minimum fixed fee is billed in arrears. We do not charge fees that exceed \$1200 for six months or more in advance.

Financial Planning Fees

We charge for the preparation of your financial plan on a fixed fee or hourly basis as agreed upon in writing. For hourly charges, we estimate the total time to complete the plan. This estimate depends upon the complexity of your financial situation and your requirements of a plan. We then multiply the estimated time by the appropriate hourly rate (\$250 to \$325) and set a minimum and maximum estimated fee. One-half of the minimum fee is due upon signing of the financial planning agreement. We bill the remaining actual fee upon delivery of the final plan to you. The total fee we charge will never exceed our estimated maximum fee. We complete all plans within six months, assuming you provide us with the required information on a timely basis.

If you should choose to terminate the financial planning agreement prior to completion of the plan, you may do so immediately in writing. You would owe us for all time expended to date on the plan, not to exceed the maximum plan fee shown on the financial planning agreement. If we owe you funds, we would issue you a check within 15 days of the termination. If you owe us, we would invoice you for work completed as of the termination date and would expect payment within 15 days of receipt of the invoice.

Once the plan has been completed, we charge renewal financial planning fees based on actual time we spend to review and update your financial plan and/or to provide other services you might request. Again, this work is charged at the appropriate hourly rate of \$250 to \$325.

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

The company does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 - Types of Clients

The company offers portfolio management services to individuals, high net worth individuals, corporations, corporate pension and profit-sharing plans, charitable institutions, foundations, endowments and trusts. In addition the company provides services to entrepreneurs and professionals, including doctors, corporate executives, attorney and CPAs.

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

The company develops solutions tailored to each client's needs including risk tolerance, income requirements and other special circumstance. The company seeks to create the optimal balance between maximizing returns, reducing risk and preserving capital. The company utilizes a fundamental approach to selecting investments. Investment decisions are based on independent analysis by the company. In deciding to purchase or sell investments, the company weighs the potential gains against the potential risk of loss.

Investing in marketable securities such as stocks, bonds and exchange traded funds involves risk of loss that clients should be prepared to bear. The company seeks to reduce risk through diversification and by constantly monitoring the client's portfolio valuations, income potential as well as the general business outlook and industry and corporate conditions.

Item 9 - Disciplinary Information

The company has no disciplinary information to report.

Item 10 - Other Financial Industry Activities and Affiliations

The company may participate in various marketing services in which a one-time fee may be incurred for each client referred to the company. The company reserves the right to decline such referrals at the company's discretion.

Item 11 - Code of Ethics

The company has adopted a *Code of Ethics* for all supervised persons of the company which describes its high standard of business conduct, and fiduciary duty to its clients. The *Code of Ethics* includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of or giving of significant gifts and the reporting of certain gifts and business entertainment items, personal securities' trading procedures, among other things. All supervised persons at the company must acknowledge the terms of the *Code of Ethics* annually, or as amended by the company. The company's clients or prospective clients may request a copy of the company's *Code of Ethics* by contacting Matt Goff at 713-850-8900.

All employees associated with the company are required to follow its *Code of Ethics*. Subject to satisfying this policy and applicable laws, officers, directors and employees of the company and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for the company's' clients. The *Code of Ethics* is designed to ensure that the personal securities transactions, activities and interests of the employees will not interfere with

(i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the *Code of Ethics* certain classes of securities have been designated as exempt transactions, i.e. mutual funds, Government and or Treasury securities, based upon a determination that these would not materially interfere with the best interest of the company's clients. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the *Code of Ethics* in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the *Code of Ethics*, and to reasonably prevent conflicts of interest between the company and its clients.

Item 12 - Brokerage Practices

The company uses its discretion in choosing the broker for a particular trade on the basis of commission rate, financial responsibility, quality of execution, and other factors. Brokers utilized by the company charge varying discounted commission rates to clients which the advisor considers reasonable relative to market rates. Brokers utilized by the company charge commission rates which are generally lower than most full-service brokerage firms. Clients can designate a broker or leave selection of broker to the advisor.

The company often recommends discount brokers which provide certain services to the advisor including receipt of duplicate client confirmations; access to a trading desk serving advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then to allocate the appropriate shares to client accounts); the ability to have advisory fees deducted from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, technology, and practice management products or services provided to the company by third party vendors. These services received by the advisor do not depend on the amount of brokerage transactions directed to the broker. Other than the services outlined herein, the company receives no additional benefits directly or indirectly.

The Client is responsible for all custodial fees charged by the Client's broker or custodian. From time to time brokerage transactions are placed with brokers who provide services which could be defined as non-research, e.g. stock bond quotation services. The client is under no obligation to select a specific broker-dealer in order to retain the services of the advisor. Advisor participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA

member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through participation in the Program. (Please see the disclosure under Item 14 below.

Item 13 - Review of Accounts

Accounts are monitored continually - the company reviews the overall asset allocation and individual holdings for each client's portfolio on a continuing basis. Specific client request for funds and market conditions will also trigger additional reviews. Clients will receive copies of confirmations and activity reports which are sent out at least quarterly.

The company urges clients to carefully review their quarterly statements for changes and new holdings in their account. In addition, all clients should maintain their statements in a safe place and contact the company if there are any changes or updates in client's financial situation which would materially affect the overall asset allocation.

Item 14 - Client Referrals and Other Compensation

The company recommends discount brokers which provide special services designed to help and enhance the operations of investment advisory firms. Such services range from providing duplicate trade confirmations to block trading capability to research.

The company may at times enter into a Solicitor's Agreement whereby the company will pay a referral fee or other compensation for the referral of new clients to the company. The company reserves the right to cancel such agreements at its sole discretion.

Advisor participates in TD Ameritrade's institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons.

These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Advisor may receive client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect. In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, Advisor may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with Advisor and there is no employee or agency relationship between them. TD Ameritrade has established AdvisorDirect as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise Advisor and has no responsibility for Advisor's management of client portfolios or Advisor's other advice or services. The Advisor pays TD Ameritrade an on-going fee for each successful client referral. For referrals that occurred through AdvisorDirect before April 10, 2017, this fee is a percentage (not to exceed 25%) of the advisory fee that the client pays to Advisor ("Solicitation Fee"). For referrals that occurred through AdvisorDirect on or after June 9, 2017 the Solicitation Fee is an annualized fee based on the amount of referred client assets that does not exceed 25% of 1%, unless such client assets are subject to a Special Services Addendum. In the case of a Special Services Addendum, the Solicitation Fee is an annualized fee based on the amount of referred client assets that does not exceed 10% of 1%. Advisor will also pay TD Ameritrade the Solicitation Fee on any assets received by Advisor from any of a referred client's family members, including a spouse, child or any other immediate family member who resides with the referred client and hired Advisor on the recommendation of such referred client. Advisor will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For the Advisor's standard fee schedule for clients referred to it by TD Ameritrade's AdvisorDirect program, please refer to "Item 5 - Fees and Compensation" in this document for additional information. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form. Advisor's participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade.

Consequently, in order to obtain client referrals from TD Ameritrade, Advisor may have an incentive to recommend to clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, Advisor has agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. Advisor's participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts.

Item 15 - Custody

The company does NOT maintain custody of client assets. All assets are held at qualified custodians, other broker dealers, or mutual fund companies directly.

The company recommends discount brokers for client accounts and custody which provide certain services to the company including receipt of duplicate client confirmations; access to a trading desk serving other advisor firms; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, technology, and practice management products or services provided to the company by third party vendors. These services received by the advisor do not depend on the amount of brokerage transactions directed to the broker.

Clients should receive at least quarterly statements from the broker-dealer, or other qualified custodian that holds and maintains client's investment assets. The company urges clients to carefully review such statements and compare such official custodial records to the account statements which the company provides. Our statements vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 - Investment Discretion

The company accepts discretionary authority to manage accounts on behalf of clients with execution of a limited power of attorney for this authority. Clients may revoke this authority at their discretion. Discretionary authority from the client at the outset of an advisory relationship gives the company the ability to select the identity and amount of securities to be bought or sold as well as the broker to be used for such transactions. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for each client account and executed Agreement.

Item 17 - Voting Client Securities

Proxy votes are relatively common, especially when a shareholder cannot personally attend the annual meeting of a publicly traded corporation. It is the company's policy NOT to vote proxies relating to client securities. Generally, a client will receive proxy material directly from their custodian.

Item 18 - Financial Information

The company has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding. In addition, we do not require or solicit pre-payment of any advisory fees.