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UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

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ANNUAL AUDITED REPORT FORM X-17A-5

PART III SEC / TM

SEC FILE NUMBER
8-67825

FACING PAGE

Information Required of Brokers and Dealers Pursuant to Section 17 of the Securities Exchange Act of 1934 and Rule 17a-5 Thereunder

REPORT FOR THE PERIOD BEGINNING 12/31/2014 AND ENDING 12/31/2015 MM/DD/YY MM/DD/YY

A. REGISTRANT IDENTIFICATION

NAME OF BROKER-DEALER: Jardine Lloyd Thompson Capital Markets, Inc. ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use P.O. Box No.) 600 6th Avenue

OFFICIAL USE ONLY
FIRM I.D. NO.

(No. and Street) New York (City) NY (State) 10020 (Zip Code)

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT (Area Code - Telephone Number)

B. ACCOUNTANT IDENTIFICATION

INDEPENDENT PUBLIC ACCOUNTANT whose opinion is contained in this Report* Withumsmith and Brown

(Name - if individual, state last, first, middle name) Two Logan Square Philadelphia PA 19013 (Address) (City) (State) (Zip Code)

CHECK ONE:

- Certified Public Accountant
- Public Accountant
- Accountant not resident in United States or any of its possessions.

FOR OFFICIAL USE ONLY

*Claims for exemption from the requirement that the annual report be covered by the opinion of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis for the exemption. See Section 240.17a-5(e)(2)

Handwritten initials and marks: 188, aub, and a signature at the bottom right.

OATH OR AFFIRMATION

I, Ryan Fitzpatrick, swear (or affirm) that, to the best of my knowledge and belief the accompanying financial statement and supporting schedules pertaining to the firm of Jardine Lloyd Thompson Capital Markets Inc., as of 2/26/2016 February 26, 2016, are true and correct. I further swear (or affirm) that neither the company nor any partner, proprietor, principal officer or director has any proprietary interest in any account classified solely as that of a customer, except as follows:

None

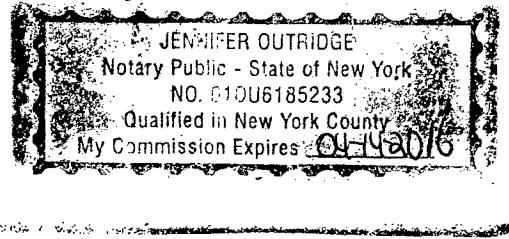
[Signature]

Signature

COO & CEO

Title

[Signature]
Notary Public



This report ** contains (check all applicable boxes):

- (a) Facing Page.
- (b) Statement of Financial Condition.
- (c) Statement of Income (Loss).
- (d) Statement of Changes in Financial Condition.
- (e) Statement of Changes in Stockholders' Equity or Partners' or Sole Proprietors' Capital.
- (f) Statement of Changes in Liabilities Subordinated to Claims of Creditors.
- (g) Computation of Net Capital.
- (h) Computation for Determination of Reserve Requirements Pursuant to Rule 15c3-3.
- (i) Information Relating to the Possession or Control Requirements Under Rule 15c3-3.
- (j) A Reconciliation, including appropriate explanation of the Computation of Net Capital Under Rule 15c3-1 and the Computation for Determination of the Reserve Requirements Under Exhibit A of Rule 15c3-3.
- (k) A Reconciliation between the audited and unaudited Statements of Financial Condition with respect to methods of consolidation.
- (l) An Oath or Affirmation.
- (m) A copy of the SIPC Supplemental Report.
- (n) A report describing any material inadequacies found to exist or found to have existed since the date of the previous audit.

**For conditions of confidential treatment of certain portions of this filing, see section 240.17a-5(e)(3).

Jardine Lloyd Thompson Capital Markets, Inc.
600 5th Avenue, 16th Floor
New York, NY 10017

February 29, 2016

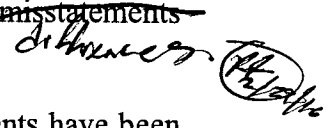
WithumSmith+Brown, PC
2 Logan Square Suite 2001
Philadelphia, PA 19103

This representation letter is provided in connection with your audit of the financial statements of Jardine Lloyd Thompson Capital Markets, Inc., which comprise the statement of financial condition as of December 31, 2015, and the related statements of operations, changes in member's equity and cash flows for the year then ended pursuant to Rule 17a-5 under the Securities Exchange Act of 1934, and the related notes to the financial statements and supplemental information, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP). We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 19, 2016, including our responsibility for the preparation and fair presentation of the financial statements pursuant to Rule 17a-5 under the Securities and Exchange Act of 1934, and the related notes to the financial statements and supplemental information.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all disclosures necessary for such fair presentation and disclosures required to be included by the laws and regulations to which the Company is subject.
3. We have provided you with:

- a) Access to all financial records and other information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error.
 5. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
 6. Related party relationships and transactions and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
 7. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
 8. Significant estimates and material concentrations known to management have been properly disclosed in accordance with U.S. GAAP.
 9. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected ~~misstatements~~ is attached to the representation letter. *Debra* 
 10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
 11. Guarantees, whether written or oral, under which the company is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
 12. All securities exchange memberships and participation in joint accounts carried by others have been properly recorded.
 13. There are no material unrecorded assets or contingent assets, such as claims relating to buy-ins, unfulfilled contracts, etc., whose value depends on the fulfillment of conditions regarded as uncertain.
 14. All borrowings and financial obligations of which we are aware are included in the financial statements, and all borrowing arrangements of which we are aware are disclosed.

15. There are no securities or investments not readily marketable owned by us or borrowed under subordination agreements.
16. The Company has assessed the impact of FASB ASC 740, Income Taxes, and has determined that no material liability is required to be recorded.
17. There are no borrowings or claims unconditionally subordinated to all claims or general creditors pursuant to a written agreement.
18. The books and records underlying the financial statements and supplemental information have been reconciled to supporting data and properly adjusted as necessary.
19. All material transactions have been properly recorded in the accounting records and reflected in the financial statements.
20. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
21. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
22. We have no knowledge of any allegations of fraud or suspected fraud affecting the Company's financial statements communicated by employees, former employees, regulators, or others.
23. We have no knowledge of any violations or suspected violations of laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.
24. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
25. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with FASB Accounting Standards Codification 275, Risks and Uncertainties.
26. We have obtained the service auditor's report from our service organization Pershing. We have reviewed that report, including the complementary user controls. We have implemented the relevant user controls and they were in operation for the year ended December 31, 2015.
27. There are no other liabilities or gain or loss contingencies that are required to be accrued or disclosed under GAAP.

28. We have disclosed to you the identity of the Company's related parties and all the related party relationships and transactions of which we are aware.
29. The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
30. Information about financial instruments with off-balance-sheet risk and financial instruments (including receivables) with concentrations of credit risk have been properly disclosed.
31. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
32. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
33. We understand and acknowledge our responsibility for the fair presentation of the Schedule I-Computation of Net Capital under SEC Rule 15c3-1, Schedule II-computation of Determination of Reserve Requirement and Information Relating to Possession or Control Requirements for Brokers Under SEC Rule 15c3-3 and Schedule III-Schedule of Assessment and Payments to the Securities Investors Protection Corporation (SIPC) – Pursuant to Rule 17a-5(e)(4) (The Supplementary Schedules) in accordance with U.S. GAAP and Rule 17a-5 of the Securities and Exchange Act of 1934. We believe The Supplementary Schedules, including their form and content, are fairly presented in accordance with U.S. GAAP and SEC Rule 17a-5. The methods of measurement and presentation of The Supplementary Schedules have not changed from those used in the prior period. The form and content of The Supplementary Schedules complies, in all material respects, with the regulatory requirements of SEC Rule 17a-5. We are responsible for, and have disclosed to you, any significant assumptions or interpretations underlying the measurement and presentation of the supplemental information, and we believe that those assumptions or interpretations are appropriate.
34. There have been no regulatory examination reports, supervising correspondence, or similar materials received from applicable regulatory agencies, including communications concerning supervisory actions or noncompliance with, or deficiencies in, rules, regulations, or supervisory actions during the year ended December 31, 2015 or through the date of this letter.
35. There are no capital withdrawals anticipated within the next six months other than in the ordinary course of business.
36. We are responsible for establishing and maintaining adequate internal control for safeguarding the Company's securities and for the practices and procedures relevant to the objectives stated in SEC Rule 17a-5(g), including making periodic computations of aggregated indebtedness (or aggregate debits) and net capital under Rule 15c3-1 and for

maintaining compliance with the exemptive provisions of Rule 15c3-3. Because the Company does not carry securities for customers or perform custodial functions relating to customer securities, we do not maintain practices and procedures related to the following:

- a) Making quarterly securities examinations, counts, verifications, and comparisons, and recording the differences as required by Rule 17a-13.
- b) Complying with the requirements for prompt payment for securities under Section 8 of Federal Reserve Regulation T of the Board of Governors of the Federal Reserve System.

We believe that our practices and procedures were adequate at December 31, 2015 to meet the SEC's objectives. There have been no significant changes in internal control since December 31, 2015.

37. We acknowledge our responsibility for compliance with the identified exemption provisions throughout the year, and our assertions, in Schedule II of the financial statements, are the responsibility of management. We have made available to you all records and other information relating to our assertions, including communications from regulatory agencies, internal auditors, and others who perform equivalent functions and compliance functions concerning possible exceptions to exemption provisions through the date of the review report. There have been no known events or other factors subsequent to the period addressed in our assertions that might significantly affect our compliance with the identified exemption provisions.
38. The Company has been in compliance with the exemptive provisions of SEC Rule 15c3-3 at all times during the year ended December 31, 2015 and through the date of this letter.
39. Net capital computations prepared by us during the period January 1, 2015 through the date of this letter indicated that we were in compliance with the requirements of The Net Capital Rule (SEC Rule 15c3-1) at all times during the period. The Company is not subject to, and did not prepare, a calculation for the reserve requirements of SEC Rule 15c3-3.
40. There were no significant deficiencies, material weaknesses, or material inadequacies at December 31, 2015 or during the period January 1, 2015 through the date of this letter, in internal control over financial reporting and control activities for safeguarding the Company's securities (as well as other assets), and the practices and procedures followed in making periodic computations of aggregate indebtedness (or aggregate debits) and net capital as defined in accordance with the Net Capital Rule (SEC Rule 15c3-1).
41. There are no outstanding past due PCAOB accounting support fees.
42. We are aware of the requirements regarding expense-sharing agreements as specified in SEC Rule 15c3-1 (a)(2)(i)(F) and the July 11, 2003, letter issued by the Securities and Exchange Commission, Division of Market Regulation. We believe that the Company has sufficient documentation necessary to verify the financial independence of the affiliated entity assuming the Company's liabilities, has appropriately recorded all

expenses relative to the operation of its business, and is in compliance with the Rule and the requirements stipulated in the letter.

43. There are no open futures contracts as of December 31, 2015.

44. For the year-ended December 31, 2015, all revenue and expenses pertaining to the entity have been properly recognized as of the aforementioned date.

45. No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Jardine Lloyd Thompson Capital Markets, Inc.

Signature:  _____

Title: Chief Operating Officer

Jardine Lloyd Thompson Capital Markets, Inc.

SUMMARY OF AUDIT DIFFERENCES

Year ended December 31, 2015

	Current Year Income Statement Effect Over <u>(Under) Statement</u>
Income statement differences:	
To move 2016 expenses to prepaid balances	\$ <u>(10,000)</u>
Cumulative effect on net income	<u>(10,000)</u>
Balance sheet differences:	
Current assets	6,509
Total assets	6,509
Current liabilities	16,509
Total liabilities	16,509
Stockholders' equity	
Beginning	--
Ending	(10,000)

February 29, 2016

WithumSmith+Brown, PC
2 Logan Square Suite 2001
Philadelphia, PA 19103

In connection with your audit of the statement of financial condition of Jardine Lloyd Thompson Capital Markets, Inc. as of December 31, 2015 and the related statements of income, changes in members' equity, and cash flows for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of Jardine Lloyd Thompson Capital Markets, Inc. in conformity with U.S. generally accepted accounting principles, you were provided with a representation letter dated February 29, 2016. In addition to the representations made in this letter, we make the following representations:

We are responsible for establishing and maintaining adequate internal control for safeguarding the Company's customer and firm assets as required by Regulation 1.16 and for the practices and procedures relevant to the regulation, including making periodic computations of minimum financial requirements pursuant to Regulation 1.17. Because the Company does not carry accounts for customers or perform custodial functions relating to customers, we do not maintain practices and procedures related to the following:

- 1) The daily computations of the segregation requirements of Section 4d(a)(2) of the Commodity Exchange Act and the regulations thereunder, and the segregation of funds based on such computations;
- 2) The daily computations of the foreign futures and foreign options secured amount requirements pursuant to Regulation 30.7 of the CFTC.

We believe that our practices and procedures were adequate at December 31, 2015 to meet the CFTC's objectives. There have been no significant changes in internal control since December 31, 2015.

No events have occurred subsequent to December 31, 2015 and through the date of this letter that would require adjustment to or disclosure in the financial statements.

Signature:  _____

Date: February 29th, 2016

Jardine Lloyd Thompson Capital Markets, Inc.
600 5th Avenue, 16th Floor
New York, NY 10017

February 29, 2016

WithumSmith+Brown, PC
465 South Street Suite 200
Morristown, NJ 07960

In connection with your engagement to apply agreed-upon procedures to the Schedule of Assessment and Payments (Form SIPC-7) to the Securities Investor Protection Corporation (SIPC) of Jardine Lloyd Thompson Capital Markets, Inc. for the year ended December 31, 2015, we confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your engagement.

1. We are responsible for the Company's compliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7) in accordance with Rule 17a-5(e)(4) of the Securities and Exchange Act of 1934.
2. We are responsible for establishing and maintaining effective internal control over compliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7).
3. We are responsible for the presentation of the Schedule of Assessment and Payments (Form SIPC-7) in accordance with Rule 17a-5(e)(4) of the Securities and Exchange Act of 1934.
4. As of December 31, 2015, the Schedule of Assessment and Payments is presented in compliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7) in accordance with Rule 17a-5(e)(4) of the Securities and Exchange Act of 1934.
5. We are responsible for selecting the agreed-upon procedures criteria and for determining that such criteria are sufficient and appropriate for our purposes.
6. We have disclosed to you all known noncompliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7), including noncompliance occurring after December 31, 2015.
7. We have made available all documentation and other information that we believe is relevant to our compliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7).

8. There have been no communications from regulatory agencies, internal auditors, or other independent accountants or consultants regarding possible noncompliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7), including communications received through the date of this letter.
9. We have responded fully to all inquiries made to us by you during the engagement.
10. No events have occurred subsequent to December 31, 2015 and through the date of this letter that would require adjustment to or modification of the Schedule of Assessment and Payments.
11. Your report is intended solely for the information and use of Jardine Lloyd Thompson Capital Markets, Inc., the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc., the Securities Investor Protection Corporation and the National Futures Association, and is not intended to be and should not be used by anyone other than these specified parties.

Jardine Lloyd Thompson Capital Markets, Inc.

Signature: 

Title: Chief Operating Officer

EXEMPTION REPORT

Jardine Lloyd Thompson Capital Markets Inc. Assertions

We confirm, to the best of our knowledge and belief, that:

1. Jardine Lloyd Thompson Capital Markets Inc. claimed an exemption from SEC Rule 15c3-3 under the provisions in paragraph of (k)(2)(ii) throughout the 12 month period January 1, 2015 to December 31, 2015.
2. Jardine Lloyd Thompson Capital Markets Inc met the identified exemption provisions in SEC Rule 15c3-3(k)(2)(ii) throughout the 12 month period January 1, 2015 to December 31, 2015 without exception.

Sign:



Date:

2/29th/2016

Ryan Fitzpatrick

Jardine Lloyd Thompson Capital Markets Inc.
600 5th Avenue | 16th Floor | New York | NY | 10020
Tel: +1 646 362 4654
Ryan.fitzpatrick@jltpcapitalmarkets.com



National Union Fire Insurance Company of Pittsburgh, Pa.
(A Stock Insurance Company, herein called the Company)

This form must be completed for each new bond and at each premium anniversary. If more space is needed to answer any of the questions contained herein, attach additional sheets.

**APPLICATION FOR A
FINANCIAL INSTITUTION BOND, STANDARD FORM NO. 14
FOR BROKERS/DEALERS
(State of New York)**

Application is hereby made by JARDINE LLOYD THOMPSON CAPITAL MARKETS INC.

(List all Insureds, including Employee Benefit Plans)

Principal Address 335 MADISON AVENUE, NEW YORK, NEW YORK 10017 (herein called Insured)
(No.) (Street) (City) (State) (Zip)

for a PRIMARY Financial Institution Bond, Standard Form No. 14, to become effective as of

12:01 a.m. on 4/9/2015 to 12:01 a.m. on 4/9/2016 in the Aggregate Limit of Liability of \$ 100,000.00

Date Insured was established November 30, 2007 Name of prior carrier Renewal of National Union Insurance Policy # 01-878-01-30

1. Insured is a (check the appropriate box):

Stock Broker Investment Banker Dealer in Securities (not Dealer in Mortgages or Commercial Paper)

Investment Trust (not Small Business Investment Co. or Real Estate Investment Trust) Mutual Fund Foundation

Endorsement Fund Commodity Broker (if Stock Exchange Member) Other Broker-Dealer

2. Insured is a (check the appropriate box): Sole Proprietorship , Partnership , Corporation

3. List exchanges which you are a member of :

Name	Name
<u>NONE</u>	

4. Are you a member of the National Association of Securities Dealers, Inc. FINRA..... Yes No

5. For all Named Insureds, show the total number of: No. of

- (a) Salaried officers and employees, retained attorneys and persons provided by employment contractors.. 0
- (b) NASD Registered Representatives (other than those counted in (a) above)..... 9
- (c) Locations (other than the Home Office of the first Named Insured in the U.S., Canada, Puerto Rico Virgin Islands..... Philadelphia, PA..... 1
- (d) Locations outside of the U.S., Canada, Puerto Rico and Virgin Islands, list below:

<u>Location</u>	<u>Location</u>
<u>None</u>	

6. Complete the following:

	<u>Total Assets</u>
(a) As of latest Dec. 31., <u>2013</u>	\$ <u>4,655,435</u>
(b) As of latest June 30., <u>2014</u>	\$ <u>4,894,807</u>

7. Complete the following for optional coverages desired:

- | <u>Form of Coverage</u> | <u>Single Loss Limit</u> |
|---|--------------------------|
| (a) Is Insuring Agreement (D)--Forgery or Alteration Coverage desired.....Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | \$ <u>100,000.00</u> |
| (b) Is Insuring Agreement (E)—Securities Coverage desired?.....Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | \$ <u>100,000.00</u> |
| (c) Is Extortion - Threats to Persons Coverage desired?.....Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | \$ _____ |

If "Yes", list below locations to be excluded:

<u>Location</u>	<u>Location</u>

- (d) Is Extortion—Threats to Persons Coverage desired?.....Yes No
- Single Loss Limit
\$ _____

If "Yes", list below locations to be excluded:

<u>Location</u>	<u>Location</u>

Single Loss Limit

(e) Is Computer Systems Fraud Coverage desired?.....Yes No \$ 100,000.00

If "Yes", complete the following:

(1) Insured's Computer System(s)

For the Computer System(s) you operate, whether owned or leased, complete the following:

a) Number of independent software contractors authorized to design, implement or service programs for your System(s) 0

b) Is access to your System(s) by customers or other outside parties Yes No permitted?.....

(2) Other Computer Systems

List below other Computer System(s) for which coverage is desired:

Computer System(s)

None

(f) Is coverage desired on business engaged in the data processing of your checks or other accounting records?..... Yes No

If "Yes", list below the name and location of each data processor:

<u>Name & Location</u>	<u>Name & Location</u>

Single Loss Limit

(g) If you are a partnership, is coverage desired on your partners?....Yes No \$ _____

If "Yes", list below the name of each partner:

<u>Name</u>	<u>Name</u>

--	--

8. Are you a direct participant in a depository for the central handling of securities?..... Yes No
 If "Yes", list below the name and location of each depository:

<u>Name & Location</u>	<u>Name & Location</u>

9. For deductibles, complete the following: (NOTE: Deductibles on Insuring Agreement (D) and (E) must be at least equal to that carried on the Basic Bond Coverage. Deductibles on Extortion Coverage may be written in any amount.)

<u>Coverage</u>	<u>Single Loss Deductible</u>
(a) All coverages except Insuring Agreement (D), (E) and Extortion.....	\$ <u>5,000.00</u>
(b) Insuring Agreement (D)---Forgery or Alteration.....	\$ <u>5,000.00</u>
(c) Insuring Agreement (E)---Securities.....	\$ <u>5,000.00</u>
(d) Extortion---Threats to Persons.....	\$ <u>N/A</u>
(e) Extortion---Threats to Property.....	\$ <u>N/A</u>

10. If coverage is being written on an excess, concurrent or co-surety basis, show the names of the other carriers and bond limits. In the case of co-surety also show percentage participations: N/A

11. If coverage is being written on a coinsurance basis, show your percentage participation N/A %.
 (Note: Insured may assume a participation of between 5% and 25%).

12. Are accounts insured by the Securities Investors Protection Corporation?..... Yes No

13. AUDIT PROCEDURES:

(a) Is there an annual semi-annual audit by an independent CPA... Yes No

(b) If "Yes", is it a complete audit made in accordance with generally accepted auditing standards and so certified?..... Yes No

(c) If the answer to (b) is "No", explain the Scope of the CPA's examination _____

- (d) Is the audit report rendered directly to all partners if a partnership or to the Board of Directors if a corporation?..... Yes No
- (e) Name and location of CPA Deloitte & Touche LLP, McLean, Virginia
- (f) Date of completion of the last audit by CPA 6/30/2013
- (g) Is there a continuous internal audit by an Internal Audit Department..... Yes No
- (h) If "Yes", are monthly reports rendered directly to all partners if a partnership or to the Board of Directors if a corporation?..... N/A Yes No
- (i) Are money and securities actually counted and verified?..... Do not hold money or securities Yes No
- (j) Are the ledger balances to the credit of customers verified?..... Yes No

14. INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES):

- (a) Do you require annual vacations of at least two consecutive weeks for all personnel?..... Yes No
 If "No", explain: No customer money or securities are held; policy does not require consecutive week vacations
- (b) Are bank accounts reconciled by someone not authorized to deposit or withdraw?..... Yes No
 If "No", explain: _____
- (c) Is countersignature of checks required?..... Yes No
 If "No", explain: Check issuance process has various controls prior to signature
- (d) Are monthly statements (whether or not there was activity in the account) mailed directly to all customers?..... Yes No
 If "No", explain: No customer accounts are held

15. Has there been any change in ownership or management within the past three years?. Yes No
 In November 2013, the broker-dealer's stock was sold to
 If "Yes", explain: JLT Ac (North America) Inc; management remains the same

16. Has any insurance been declined or canceled during the past three years?..... Yes No

If "Yes", explain: _____

17. List all losses sustained during the past three years, whether reimbursed or not, from _____
 (month, day, year)

to _____
 (month, day, year)

Check if none

Date of Loss	Type of Loss	Amount of Loss	Amount Recovered from Insurance	Amount Recovered from other than Insurance	Amount of Loss Pending	If Loss occurred at other than Main Office, state location
		\$	\$	\$	\$	

The Insured represents that the information furnished in this application is complete, true and correct. Any misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any bond issued in reliance upon such information.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO

A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Dated at New York, NY this 20th day of January, 2015
JARDINE LLOYD THOMPSON CAPITAL MARKETS INC By Judith Prager
(Insured) (Name and Title)

JUDITH PRAGER
Financial and Operations
Principal

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") dated February 23, 2016, is by and between Assured Guaranty Corp. ("Assured Guaranty") and JLT Specialty USA, Jardine Lloyd Thompson Capital Markets, Inc. and other affiliated JLT enterprises (collectively "JLT.")

WHEREAS, JLT has been in discussions with Assured Guaranty regarding placement of risks in connection with the Alternative Security Program ("ASP") of the Self-Insurers' Security Fund (the "Fund");

WHEREAS, in connection with further discussions relating to said ASP, JLT will provide Assured Guaranty with data regarding the ASP not generally known to the public and that the Fund and JLT identifies as confidential ("Member Data").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, the parties agree as follows:

1. Assured Guaranty agrees that, except pursuant to a subpoena, an order, a regulatory or supervisory inquiry, examination or audit or other form of judicial process or governmental or administrative action, it will not disclose, transfer, or otherwise communicate the Member Data to any third party.

- (a) Notwithstanding the foregoing, in the event that Assured Guaranty is required by judicial process (including, without limitation, pursuant to the terms of a subpoena or other similar document) to release or disclose the Member Data, Assured Guaranty agrees, to the extent practical, to promptly provide JLT and the Fund with written notice of same and to use its reasonable efforts to assist JLT and the Fund with maintaining the confidentiality provided for in this Agreement; provided, however, that Assured Guaranty does not need to notify JLT and the Fund of any supervisory or regulatory examination or audit under which Assured Guaranty is required generally to provide access to information in its possession, even though providing such general access may incidentally include providing access to Member Data, unless Assured Guaranty becomes aware that examiners or auditors have specifically requested access to Member Data and Assured Guaranty shall not be required to incur material expense in assisting JLT and the Fund with maintaining confidentiality in spite of such judicial process unless Assured Guaranty receives assurance of reimbursement of such expense to its satisfaction.

2. Assured Guaranty also agrees that the Member Data shall not be publicly reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, nor shall any public references to said evaluation be made by Assured Guaranty without the prior written consent of JLT (which shall include further written consent from the Fund) in each specific instance or except as otherwise agreed to by the parties in writing.

CONFIDENTIALITY AGREEMENT

3. The obligations of paragraphs 1-2 hereof shall not apply to information that:
- (a) was in the public domain at the time of its communication to Assured Guaranty; or
 - (b) entered the public domain through no fault of Assured Guaranty subsequent to the time of Assured Guaranty's receipt thereof; or
 - (c) has been independently developed or acquired by Assured Guaranty without (i) violating any of its obligations under this Agreement or (ii) knowledge or reason to know that the information was acquired as a result of a violation by a third party of similar obligations to JLT or the Fund; or
 - (d) was received by Assured Guaranty from a third party which Assured Guaranty had no reason to believe had any confidentiality or fiduciary obligation to Assured Guaranty with respect to such information.
 - (e) Assured Guaranty may disclose the Fund's Member Data to any prospective underwriter ("Market Underwriter") to the extent that such Member Data may be required by such underwriter to arrange or assess any risk of the Fund for which insurance is to be arranged; provided, however, that the disclosure of the Member Data by Assured Guaranty to such underwriter shall be governed by obligations of confidentiality at least as restrictive as those imposed by this Agreement and provided further that any such underwriter is pre-approved by JLT and such approval is not unreasonably withheld.

For the sake of convenience, such Market Underwriter can execute this confidentiality agreement contemporaneously with Assured Guaranty thereby undertaking all of the obligations set forth herein as though they were Assured Guaranty.

- (f) Assured Guaranty may disclose the Member Data to its auditors and advisers (including, without limitation, legal and financial advisers) who need to know such Member Data in connection with any transaction entered into in connection with the ASP, to its reinsurers and hedging counterparties and credit providers thereof who need to know such Member Data in connection with the reinsurance or hedging by Assured Guaranty of any liability it may have or may assume pursuant to any transaction entered into in connection with the ASP, and to any rating agencies requesting such Member Data.

Notwithstanding anything to the contrary herein or in any other document that may be entered into in connection with the ASP, any party hereto (or such party's affiliates or its or its affiliates' directors, officers and employees or other agents) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction entered into in

CONFIDENTIALITY AGREEMENT

connection with the ASP and all materials of any kind (including opinions or other tax analyses) relating to such tax treatment or tax structure.

4. Assured Guaranty agrees to use said Member Data solely for the purpose of providing services and risk transfer capacity to the Fund as intermediated via JLT, and for no other purpose, including but not limited to marketing, or advising other actual or prospective Assured Guaranty clients.

5. This Agreement shall continue in full force and effect until the earlier of the date (i) that is three years from the effective date of this Agreement and (ii) that Assured Guaranty enters into effective transaction documentation for any transaction entered into in connection with the ASP, unless terminated by either party in writing. Upon such termination or expiration, all Member Data provided by the JLT to Assured Guaranty, whether in written or electronic form, shall be either returned to the Fund or destroyed with verification of same by Assured Guaranty; provided, however, that Assured Guaranty may retain, subject to the other terms of this Agreement, that which Assured Guaranty may be required by law or regulation or its internal recordkeeping policies to maintain, including copies of any computer records or files containing Member Data that have been created pursuant to Assured Guaranty's electronic archiving and/or back-up procedures.

6. No change to or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

7. This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one agreement.

8. This Agreement is not intended, and will not be construed, (i) to create any exclusive relationship between Assured Guaranty and the other parties hereto or (ii) to prohibit or restrict the ability of Assured Guaranty to solicit or transact any business with affiliates, customers, clients, ceding companies or counterparties of the other parties hereto, except insofar as Assured Guaranty is bound by its covenants of confidentiality and limited use herein with respect to Member Data.

9. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws, and the parties hereby submit to the jurisdiction of any state or federal court located in the Borough of Manhattan, The City of New York, for resolution of any disputes hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

JARDINE LLOYD THOMPSON CAPITAL MARKETS INC.

By:  _____

Jardine Lloyd Thompson Capital Markets, Inc.
Schedule of Assessment and Payments to the Securities Investors
Payment Corporation (SIPC) - Pursuant to Rule 17a-5(e)(4)
For the Year Ended December 31, 2015

General assessment	\$ 5,857
Less:	
Payments made with SIPC-6	1,886
Plus: interest due	<u> --</u>
Total assessment balance due, to be paid with Form SIPC-7	<u><u>\$ 3,971</u></u>

Determination of SIPC net operating revenues and general assessment

Total revenue (Focus Line 12/Par IIA Line 9)	\$ 2,342,825
Adjustments to revenue to arrive at SIPC net operating revenues	<u> --</u>
SIPC net operating revenues	<u><u>\$ 2,342,825</u></u>
General assessment @ .0025	<u><u>\$ 5,857</u></u>

Independent Accountants' Report on Applying Agreed-Upon Procedures to the Schedule of Assessment and Payments (Form SIPC-7)

To the Board of Directors and Shareholder of
Jardine Lloyd Thompson Capital Markets, Inc.:

In accordance with Rule 17a-5(e)(4) under the Securities Exchange Act of 1934, we have performed the procedures enumerated below with respect to the accompanying Schedule of Assessment and Payments to the Securities Investor Protection Corporation ("SIPC") for the year ended December 31, 2015, which were agreed to by Jardine Lloyd Thompson Capital Markets, Inc. (the "Company") and the Securities and Exchange Commission, Financial Industry Regulatory Authority, Inc., and SIPC, solely to assist you and the other specified parties in evaluating the Company's compliance with the applicable instructions of the General Assessment Reconciliation (Form SIPC-7). The Company's management is responsible for the Company's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. The procedures we performed and our findings are as follows:

1. Compared the listed assessment payments in Form SIPC-7 with respective cash disbursement records entries, noting no differences;
2. Compared the amounts reported on the audited Form X-17A-5 for the year ended December 31, 2015, as applicable with the amounts reported in Form SIPC-7 for the year ended December 31, 2015, noting no differences;
3. Compared any adjustments reported in Form SIPC-7 with supporting schedules and working papers, noting no differences;
4. Proved the arithmetical accuracy of the calculations reflected in Form SIPC-7 and in the related schedules and working papers supporting the adjustments, noting no differences; and
5. Compared the amount of any overpayment applied to the current assessment with the Form SIPC-7 on which it was originally computed, noting no differences.

We were not engaged to, and did not conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified parties listed above and is not intended to be and should not be used by anyone other than these specified parties.

Withum Smith + Brown, PC

February 29, 2016

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL REQUIRED BY REGULATION 1.16 OF THE COMMODITY FUTURES TRADING COMMISSION

To the Board of Directors and Shareholder of
Jardine Lloyd Thompson Capital Markets, Inc.

In planning and performing our audit of the financial statements and supplemental schedules of Jardine Lloyd Thompson Capital Markets, Inc. (the "Company"), as of and for the year ended December 31, 2015, in accordance with the standards of the Public Company Accounting Oversight Board (United States), we considered the Company's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

As required by Regulation 1.16 of the Commodity Futures Trading Commission ("CFTC"), we have made a study of the practices and procedures followed by the Company including consideration of control activities for safeguarding customer and firm assets. This study included tests of such practices and procedures that we considered relevant to the objectives stated in Regulation 1.16, in making the following, except as noted below:

1. The periodic computations of minimum financial requirements pursuant to Regulation 1.17.

Because the Company does not carry accounts for customers or perform custodial functions relating for customers, we did not review the practices and procedures followed by the Company in any of the following:

1. The daily computations of the segregation requirements of Section 4d(a)(2) of the Commodity Exchange Act and the regulations thereunder, and the segregation of funds based on such computations;
2. The daily computations of the foreign futures and foreign options secured amount requirements pursuant to Regulation 30.7 of the CFTC.

The management of the Company is responsible for establishing and maintaining internal control and the practices and procedures referred to in the preceding paragraph. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of controls and of the

practices and procedures referred to in the preceding paragraph and to assess whether those practices and procedures can be expected to achieve the CFTC's previously mentioned objectives. Two of the objectives of internal control and the practices and procedures are to provide management with reasonable but not absolute assurance that assets for which the Company has responsibility are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in conformity with generally accepted accounting principles. Regulation 1.16(d)(2) lists additional objectives of the practices and procedures listed in the preceding paragraph.

Because of inherent limitations in internal control and the practices and procedures referred to above, error or fraud may occur and not be detected. Also, projection of any evaluation of them to future periods is subject to the risk that they may become inadequate because of changes in conditions or that the effectiveness of their design and operation may deteriorate.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first and second paragraphs and would not necessarily identify all deficiencies in internal control that might be material weaknesses. We did not identify any deficiencies in internal control and control activities for safeguarding securities that we consider to be material weaknesses, as defined previously.

We understand that practices and procedures that accomplish the objectives referred to in the second paragraph of this report are considered by the CFTC to be adequate for its purposes in accordance with the related regulations, and that practices and procedures that do not accomplish such objectives in all material respects indicate a material inadequacy for such purposes. Based on this understanding and on our study, we believe that the Company's practices and procedures, as described in the second paragraph of this report, were adequate at December 31, 2014, to meet the CFTC's objectives.

This report is intended solely for the information and use of the Board of Directors, management, the CFTC and other regulatory agencies that rely on Regulation 1.16 of the CFTC in their regulation of futures commission merchants, and is not intended to be and should not be used by anyone other than these specified parties.

Withum Smith & Brown, PC

Philadelphia, Pennsylvania

February 29, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

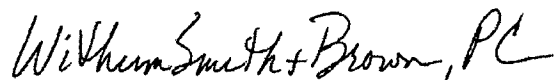
To the Board of Directors and Shareholder of
Jardine Lloyd Thompson Capital Markets, Inc.:

We have audited the accompanying statement of financial condition of Jardine Lloyd Thompson Capital Markets, Inc. (the "Company"), as of December 31, 2015, and the related statements of operations, changes in owner's equity and cash flows for the year then ended. These financial statements are the responsibility of Jardine Lloyd Thompson Capital Markets, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial condition of Jardine Lloyd Thompson Capital Markets, Inc. as of December 31, 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Schedule I, the computation of net capital under Rule 15c3-1 of the Securities and Exchange Commission, and Schedules II and III (together, the "supplementary information") have been subjected to audit procedures performed in conjunction with the audit of Jardine Lloyd Thompson Capital Markets, Inc.'s financial statements. The supplementary information is the responsibility of Jardine Lloyd Thompson Capital Markets, Inc.'s management. Our audit procedures included determining whether the supplementary information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplementary information. In forming our opinion on the supplementary information, we evaluated whether the supplementary information, including its form and content, is presented in conformity with 17 C.F.R. § 240.17a-5. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.



February 29, 2016

**REPORT OF INDEPENDENT REGISTERED
PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholder of
Jardine Lloyd Thompson Capital Markets, Inc.:

We have audited the accompanying statement of financial condition of Jardine Lloyd Thompson Capital Markets, Inc. (the "Company"), as of December 31, 2015, and the related statements of operations, changes in owner's equity and cash flows for the year then ended. These financial statements are the responsibility of Jardine Lloyd Thompson Capital Markets, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial condition of Jardine Lloyd Thompson Capital Markets, Inc. as of December 31, 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Schedule I, the computation of net capital under Rule 15c3-1 of the Securities and Exchange Commission, and Schedules II and III (together, the "supplementary information") have been subjected to audit procedures performed in conjunction with the audit of Jardine Lloyd Thompson Capital Markets, Inc.'s financial statements. The supplementary information is the responsibility of Jardine Lloyd Thompson Capital Markets, Inc.'s management. Our audit procedures included determining whether the supplementary information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplementary information. In forming our opinion on the supplementary information, we evaluated whether the supplementary information, including its form and content, is presented in conformity with 17 C.F.R. § 240.17a-5. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

WithumSmith+Brown, PC

February 29, 2016