



TOWNSEND FINANCIAL PLANNING, LLC

Disclosure Brochure - Form ADV Part 2A

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This brochure provides information about the qualifications and business practices of TOWNSEND FINANCIAL PLANNING, LLC. If you have any questions about the contents of this brochure, please contact us at 859-498-2020 or melody@townsendplanning.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. The Firm is registered with the Securities Exchange Commission ("SEC"). Registration of an Investment Adviser does not imply a certain level of skill or training on the part of the Firm or its personnel.

Additional information about TOWNSEND FINANCIAL PLANNING, LLC is available on the SEC's website at www.adviserinfo.sec.gov. Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the Firm's CRD number **141571**.

Item 2 - Material Changes

There have been no material changes to this Brochure since the last filing dated June 14, 2024.

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Important Information: Throughout this document, Townsend Financial Planning, LLC shall also be referred to as the “Registrant,” “Firm,” “our,” “we” or “us.” These terms are utilized for the reader’s ease of use while reviewing the brochure and are not meant to imply the Firm is larger than it may be at the time of publication. The Client or prospective Client may also be referred to as “you,” “your,” etc., and refers to a Client engagement involving a single *person* as well as two or more *persons*.

NOTE: *This brochure contains 24 pages & should not be considered complete without all pages.*

Item 4 – Advisory Business

4a: Firm Description - Townsend Financial Planning is registered with the Securities Exchange Commission (“SEC”). Townsend Financial Planning, LLC (TFP) was organized in April 2011. Melody W. Townsend is the managing member, Chief Compliance Officer (CCO) and President of the Firm.

The Firm holds itself to a *fiduciary* standard, which means Townsend Financial Planning, LLC and its associates will act in the utmost good faith and perform in a manner believed to be in the best interest of its Clients.

TFP is strictly a **Fee-Only** financial planning & wealth/investment management services Firm. The Firm does not receive commissions for purchasing or selling annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or any other commissioned products. The Firm is not affiliated with entities that sell financial products or securities. No commissions in any form are accepted. No finder’s fees or referral fees are accepted.

The primary function of the Firm is providing financial planning services to individuals, families, and small business owners. Advice is given in areas of retirement planning, education planning, investment planning, cash flow and debt management, tax planning, risk management, retirement plan selection and estate planning. Most of the Firm’s activities involve providing continuous supervision and consultation with respect to the investment of Client assets. Secondly, the Firm’s efforts are oriented toward “non-securities advice,” such as issues involving expense budgeting and savings, education, insurance, charitable and estate planning, real estate, retirement plan consulting, among others. The remainder portion involves furnishing investment advice through consultations not included in either investment supervisory or investment management services.

4b: Types of Advisory Services - The Firm offers a wide range of investment management, investment advisory, financial planning and consulting services tailored to the Clients’ needs. These services are further described as follows:

- **Wealth Management** – This is a bundled service, which can encompass nearly all parts of a Client’s financial life and is generally for Clients who have more than \$750k in manageable assets. This bundle can include *Investment Management (described below)*, *Financial Planning* and *Relationship Management*.

Financial Planning involves guidance and implementation for Retirement Projections and Updates, Education Planning, Cash Flow Planning, Tax Planning, Social Security Maximization, Insurance Analysis, Family Financial Planning, Real Estate Analysis, Retirement Distribution Strategies, Roth Conversion Analysis, Charitable Giving, Estate Planning, and Business Entity Selection Advice.

Relationship Management involves coordinating and managing the Client’s team of professionals such as their Attorney for estate planning, Tax Professional for tax planning and Insurance professional(s) for insurance planning.

Our goal is to simplify our Clients’ lives through a responsive, integrated approach and deliver the level of service that is needed, no matter the size or complexity.

- **Investment Management** – This service primarily involves advising and managing Client investments based on reaching their financial goals. Services include Client meetings and communications, making recommendations and implementing investment decisions, portfolio monitoring, trading, capital gain/loss evaluation, Investment Policy Statement, daily cash monitoring, asset allocation /rebalancing, asset location, dollar-cost-averaging, periodic investment plans, periodic distribution plans, risk tolerance updates, and preparing and processing all the paperwork for the Client. On-going reporting is provided that can be accessed via the internet or provided through regular statements. It is understood that every Client has unique goals and risk tolerance, and an investment strategy is designed for those unique circumstances. This service is generally only available on a standalone, unbundled basis for Clients who have less than \$750,000 in manageable assets.

- ⦿ **Employer Retirement Plans/Retainer** – We understand the challenges small business owners and other employers face in providing retirement plan benefits (401(k), Profit sharing, SIMPLE, etc.) for their employees. We will assist Legacy Clients in evaluating which retirement plan option will best suit the goals they have for themselves and their employees when it comes to saving for retirement. We can walk them through the plan set up and monitoring process. This service can also include retirement planning and financial education sessions for individual employees.
- ⦿ **Financial Planning** – Whether Clients are saving for a particular goal, or planning for future college expenses, trying to determine if they need more insurance, or trying to figure out how to make the most of charitable contributions, we believe they need to review their complete financial situation first. This service offering is designed to be the foundation of a Client’s financial and retirement planning efforts. We will help Clients understand where they are currently and will develop a strategy that will help them meet their objectives. It can serve as either a standalone project or the starting point for more detailed engagements with our Firm.

Typical project engagements are:

NAVIGATING RETIREMENT | \$3,250

- A detailed financial planning engagement intended for those already retired and are concerned that their portfolio needs a second opinion.
- Typically for those in their early-60s and beyond.
- Includes written recommendations, retirement and cash flow projections, Roth IRA conversion opportunities, 2-year tax planning, current portfolio review, asset allocation plan, and proposed portfolio.
- Basic review of estate planning, life, and long-term care insurance needs.
- Email and telephone support is provided for 30 days after the meeting.

RETIREMENT ROADMAP | \$3,725

- A detailed financial planning engagement intended for those taking a serious look at when they might retire and are concerned that their portfolio needs a second opinion.
- Typically for those in their mid-50s to mid-60s.
- Includes written recommendations, retirement and cash flow projections, Social Security maximization analysis, current portfolio review, asset allocation plan, and proposed portfolio.
- Basic review of estate planning, and life, disability, and long-term care insurance needs.
- Email and telephone support is provided for 30 days after the meeting.

FINANCIAL CHECK-UP SESSION | \$795

- A single meeting that focuses on one or two financial issues. Followed by a short summary of recommendations sent to you after the meeting.
- This is not a detailed financial review and will not result in an extensive financial plan.
- Most appropriate for clients with fairly simple financial circumstances.
- Appropriate topics for discussion include: 401(k) investment choices, college savings strategies, and basic retirement forecasting.
- Email and telephone support is provided for 15 days after the meeting.

CORE FINANCIAL PLAN | \$2,650

- A detailed financial planning engagement intended for those in the beginning stages of looking at when they might retire and wondering if they are on track to do so successfully.
- Typically for those in their mid-40s to late-50s.
- Includes written recommendations, retirement and cash flow projections, current portfolio review, asset allocation plan, and proposed portfolio.
- An add-on is available for education planning, if needed.
- Email and telephone support is provided for 30 days after the meeting.

TFP provides discretionary investment advisory services on a *fee* basis as discussed at Item 5 below. Before engaging TFP to provide investment advisory services, Clients are generally required to enter into an *Investment Advisory Agreement* with TFP setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the fee that is due from the Client. To begin most financial planning engagements, we first conduct an initial interview and gather data to assist the Client in determining specific needs, goals, objectives, and tolerance for risk. We then prepare analyses of their current financial situation and possible future scenarios, when appropriate. Next, we present the analysis including a Net Worth statement, basic reviews of estate planning, taxes, life, disability, and long-term care insurance needs; identification of other issues requiring further attention and a written summary of significant observations, assumptions, and recommendations over each area that we have been engaged to provide advice. Upon completion of this presentation, the engagement is concluded. Depending on the scope of services, email and telephone support are generally included for 15-30 days after the presentation meeting to clarify any questions that may arise from the analysis. During this period, no additional analysis is provided, updated, or adjusted for personal Client or market events.

The initial financial plan may not be enough for many Clients, but it will provide an assessment of their overall financial situation and identify areas where additional work may be needed. These may include retirement planning, investment portfolio allocation, college savings, insurance needs and estate planning. The Client may re-engage TFP as needed (as scheduling allows) or choose to participate in one of our on-going management service options. It is the Client's responsibility to initiate any reviews (except in the instance of where the firm is engaged to provide Wealth/Investment Management services).

- ⊙ **Custom Tailored, Hourly or Flat Fee Engagements** – One time/project basis advice where the arrangement is focused on a particular topic or topics the Client has specific questions about can be arranged. The Firm also offers Comprehensive Financial Planning services that involve a complete financial review and the development of short-term and long-term strategies for financial success. We review the Client's current situation, explore alternatives, analyze Social Security choices, and determine how best to structure their investment, retirement, and personal assets to meet their financial goals. The scope of these engagements varies widely depending upon the Client's need and are generally most appropriate for those Clients with unique or complex circumstances.
- ⊙ **Trustee Services** –When this service is engaged by a Client, the Firm has many responsibilities, which include at least the following: confirming key elements upon assuming the role of trustee, ensure the assets are safe and under Firm control, that the Firm understands the terms of the trust and who the beneficiaries are, and that all past account records are in order, investing the trust assets (if applicable) in such a way as to make sure the assets are preserved and productive for current and future beneficiaries, administering the trust according to its terms, including distributing trust assets to the beneficiaries, according to the trust agreement, making any decisions that arise according to the provisions of the trust; this may include discretion over when beneficiaries may or may not receive payments, preparing any records or statements as needed, and coordinating the preparation of the tax return(s); also make any tax decisions relevant to the trust and keep all records on file, communicating regularly with beneficiaries, including issuing statements of accounts and tax reports, finding answers to any questions the Firm and the beneficiaries may have concerning the trust. The scope of these engagements varies widely depending upon the Trust document and Client needs and are generally most appropriate for those Clients with unique or complex circumstances.

4c. Client Tailored Relationships and Restrictions - As a fiduciary, TFP and its associates will act in the utmost good faith and perform in a manner believed to be in the best interest of its Clients. Each Client's portfolio is customized based on the Client's investment objectives. Clients may make requests or suggestions regarding the investments made in their portfolio.

The goals and objectives for each Client are documented in our Client files. Investment objectives are created that reflect the stated goals, tolerance for risk and investing timeframe of the Client. Clients may impose restrictions on investing in certain securities or types of securities.

4d: Wrap Fee Programs - The Firm does not sponsor or serve as portfolio manager for a wrap fee investment program.

Other notes

- ❖ When financial planning services focus only on certain areas of a Client's interest or need at their request, the Client must understand that their overall financial situation or needs may not be fully addressed due to limitations they have established. **Please Note: Planning Limitations.** Registrant believes that it is important for the Client to address financial planning issues on an ongoing basis. Registrant's advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the Client determines to address financial planning issues with Registrant. The Firm recommends that Clients promptly notify Registrant if there is ever any change in his/her financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.
- ❖ On more than an occasional basis, TFP furnishes advice to Clients on matters not involving securities, such as financial planning matters, taxation, and general estate planning.
- ❖ With the Client's consent, the Firm may work with the Client's other advisers (accountants, attorney, insurance agent(s), etc.) to assist with coordination and implementation of agreed upon strategies. These other professionals are engaged directly by the Client on an as-needed basis and the Client should be aware that their other advisers will bill them separately for their services and these fees will be in addition to those of the Firm. Conflicts of interest will be disclosed to the Client in the unlikely event they should occur. The Firm does not provide accounting, legal or property and casualty insurance services. The Client is under no obligation to engage the services of any professional that may be recommended by the Firm. The Client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation from the Firm and/or its representatives.

Please Also Note: If the Client engages any professional (i.e. attorney, accountant, insurance agent, etc.), recommended by the Firm or otherwise, and a dispute arises thereafter relative to such engagement, the Client agrees to seek recourse exclusively from the engaged professional. At all times, the engaged professional(s), and not the Firm, shall be responsible for the quality and competency of the services provided.

- ❖ The Firm will use its best judgment and good faith effort in rendering its services to its Clients. TFP cannot warrant or guarantee any particular level of account performance, or that account will be profitable over time. Past performance is not necessarily indicative of future results.
- ❖ Legacy Clients that are determined to engage the Firm on a non-discretionary investment advisory basis must be willing to accept that the Firm cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the Client. Thus, in the event that the Firm would like to make a transaction for a Client's account, and the Client is unavailable, the Firm will be unable to effect the account transaction (as it would for its discretionary Clients) without first obtaining the Client's consent. After receiving advice from the Firm regarding what trades should be considered, in many cases, Clients that have engaged the Firm on a non-discretionary basis must place their own trades.
- ❖ **Retirement Rollovers-Potential for Conflict of Interest:** A Client or prospective Client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) if permitted, leave the money in the former employer's plan, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the Client's age, result in adverse tax consequences). If the Firm recommends that a Client roll over their retirement plan assets into an account to be managed by the Firm, such a recommendation creates a conflict of interest if the Firm will earn a fee on the rolled over assets. If the Firm provides a recommendation as to whether a Client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), Firm is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No Client is under any obligation to roll over retirement plan assets to an account managed by the Firm. The Firm's Chief Compliance Officer remains available to address any questions that a Client or prospective Client may have regarding the potential for conflict of interest presented by such rollover recommendation. No Client is under any obligation to roll over retirement plan assets to an account managed by the Firm, whether it is from an employer's plan or an existing IRA.
- ❖ The Firm has a fiduciary duty to provide services consistent with the Client's best interest. As part of its investment advisory services, the Firm will review Client portfolios on a regular basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, mutual fund manager tenure, style drift, and/or a change in the Client's investment objective. Based upon these factors, there can be extended periods of time when the Firm determines that changes to a Client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by the Firm will be profitable or equal any specific performance level(s). The Client remains subject to the Firm's fee described in Item 5 below during periods of portfolio inactivity.
- ❖ In performing its services, the Firm shall not be required to verify any information received from the Client or, to the extent applicable, from the Client's other professionals, and is expressly authorized to rely thereon. Moreover, each Client is advised that it remains their responsibility to promptly notify the Firm if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising the Firm's previous recommendations and/or services.
- ❖ Firm continues to treat cash as an asset class. As such, unless determined to the contrary by Firm, all cash positions (money markets, etc.) reasonably anticipated to be utilized to purchase additional investments for the Client's account or maintained as an investment strategy, shall continue to be included as part of assets under management for purposes of calculating Firm's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being **no guarantee** that such anticipated market conditions/events will occur), Firm may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Firm's advisory fee could

exceed the interest paid by the Client's money market fund.

- ❖ **Cash Sweep Accounts.** Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Registrant shall generally purchase a higher yielding money market fund available on the custodian's platform with cash proceeds or deposits, unless Registrant reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the Client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, an indication from the Client of an imminent need for such cash, or the Client has a demonstrated history of writing checks from the account.
- ❖ The Firm may provide its Clients with access to one or more online account aggregation platforms (the "Platforms"). The Platforms allow a Client to view their complete asset allocation, including those assets that the Firm does not manage (the "Excluded Assets"). The Client may choose to engage the Firm to manage some or all the Excluded Assets pursuant to the terms and conditions of a Wealth Management Agreement between the Firm and the Client. Unless engaged to do so, in writing, the Firm does not provide investment management, monitoring, or implementation services for the Excluded Assets and the Firm's service relative to the Excluded Assets is limited to reporting only. Therefore, the Firm shall not be responsible for the investment performance of the Excluded Assets. Rather, the Client and/or any investment adviser(s) that maintain management authority for the Excluded Assets, and not the Firm, shall be exclusively responsible for such investment performance. Without limiting the above, the Firm shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. To the extent that the Registrant provides advisory monitoring or review services for Client investment assets for which the Registrant does not maintain custodian access or trading authority (including initial and ongoing consideration of such assets as part of the Client's asset allocation), the registrant may determine to include such assets in its advisory fee calculation per Item 5 below.
- ❖ **Socially Responsible Investing Limitations.** *Socially Responsible Investing* involves the incorporation of **Environmental, Social and Governance** considerations into the investment due diligence process ("ESG"). There are potential limitations associated with allocating a portion of an investment portfolio in qualifying ESG securities (i.e., securities that have a mandate to avoid, when possible, investments in such products as alcohol, tobacco, firearms, oil drilling, gambling, etc.). The number of these securities may be limited when compared to those that do not maintain such a mandate. ESG securities could underperform broad market indices. Investors must accept these limitations, including the potential for underperformance. Correspondingly, the number of ESG mutual funds and exchange traded funds are fewer when compared to those that do not maintain such a mandate. As with any type of investment (including any investment and/or investment strategies recommended and/or undertaken by Registrant), there can be no assurance that investment in ESG securities or funds will be profitable or prove successful. The Registrant does not maintain or advocate an ESG investment strategy but will seek to employ ESG if directed by a Client to do so.
- ❖ **WE DON'T RECOMMEND Cryptocurrency:** For Clients who want exposure to cryptocurrencies, including Bitcoin, the Registrant, will advise the Client to consider a potential investment in corresponding exchange traded securities, or an allocation to separate account managers and/or private funds that provide cryptocurrency exposure. Crypto is a digital currency that can be used to buy goods and services but uses an online ledger with strong cryptography (i.e., a method of protecting information and communications using codes) to secure online transactions. Unlike conventional currencies issued by a monetary authority, cryptocurrencies are generally not controlled or regulated, and their price is determined by the supply and demand of their market. Because cryptocurrency is currently considered to be a speculative investment, the Registrant will not exercise discretionary authority to purchase a cryptocurrency investment for Client accounts. Rather, a Client must expressly authorize the purchase of the cryptocurrency investment.
- ❖ **Cybersecurity Risk.** The information technology systems and networks that Registrant and its third-party service providers use to provide services to Registrant's Clients employ various controls, which

are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Registrant's operations and result in the unauthorized acquisition or use of Clients' confidential or non-public personal information. Clients and Registrant are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Registrant has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Registrant does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those Clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

Portfolio Activity. Registrant has a fiduciary duty to provide services consistent with the Client's best interest. As part of its investment advisory services, Registrant will review Client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the Client's investment objective. Based upon these factors, there may be extended periods of time when Registrant determines that changes to a Client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Client Obligations. In performing its services, Registrant shall not be required to verify any information received from the Client or from the Client's other professionals and is expressly authorized to rely thereon. Moreover, each Client is advised to promptly notify the Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising Registrant's previous recommendations and/or services.

Use of Mutual and Exchange Traded Funds. Most mutual funds and exchange traded funds are available directly to the public. Therefore, a prospective Client can obtain many of the funds that may be utilized by Registrant independent of engaging Registrant as an investment advisor. However, if a prospective Client determines to do so, he/she will not receive Registrant's initial and ongoing investment advisory services. In addition to Registrant's investment advisory fee described below, and transaction and/or custodial fees discussed below, Clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses).

4e. Assets Under Management (AUM) - As of April 26, 2024, TFP had \$115,967,684 discretionary reportable Assets Under Management.

Item 5 - Fees and Compensation

Types of Agreements – The following agreements define the typical Client relationships and associated fees:

Townsend Financial Planning, LLC reserves the right (but is not obligated) to assess a lower fee to those Clients who had engaged the Firm prior to September 21, 2016, in addition to associates' and related persons' accounts maintained by the Firm through its selected custodian.

🕒 Wealth Management and Investment Management–

- Clients with manageable assets of less than \$750,000 receive *Investment Management*. Clients with manageable assets greater than \$750,000 will receive *Investment Management*,

Financial Planning and Relationship Management for one bundled asset-based fee. Generally, the fee structure is as follows:

Account Asset Value	Annualized Asset-Based Fee	Financial Planning	Relationship Management
First \$750,000	1.00%	No	No
Between \$750,001 and \$2 million	1.00%	Yes	Yes
Next \$2 million	0.50%	Yes	Yes
Thereafter	0.25%	Yes	Yes

The Firm's fees are negotiable at the discretion of the Firm President. The amount of this fee is based on several factors including the size of the account, services rendered, amount of time expended and other account management considerations. The Firm, at its sole discretion, may allow "householding", which utilizes the combination of various accounts within a household or across multiple households to calculate the Account Asset Value and determine the Clients' Annualized Asset-Based Fee. If it is mutually agreed that the factors/services warrant an increase in the fee schedule outlined above, the maximum annual fee that will be charged is 2.00%. The fee schedule as well as services provided would be fully outlined in the Wealth Management Agreement and signed by both the Client and Firm President.

Assets are invested primarily in no-load mutual funds and exchange-traded funds, usually through discount brokers or fund companies. Stocks and bonds may also be purchased or sold through a brokerage account when appropriate.

Brokerage firms charge brokerage commissions and/or transaction fees for certain securities trades. These brokerage commissions and transaction fees will be assessed in accordance with the relevant brokerage firm's brokerage commission and transaction fee schedule. TFP does not receive any compensation, in any form, from fund or brokerage companies.

Existing investments in Client accounts may also include equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U. S. government securities, options contracts, futures contracts, interests in partnerships and various executive long-term incentive plans. Initial public offerings (IPOs) are not available through TFP.

Billing Cycle and Fee Assessments – Fees are billed quarterly in arrears during each advisory billing cycle. A new account's first billing cycle may occur once the agreement is executed, and accounts are funded. For partial periods under our management, the Client's account(s) will be assessed a pro-rated fee. Clients whose agreements with the firm predate the current revision of this brochure may have alternative billing arrangements which will continue to be honored until a new agreement has been signed.

As specified in the Client's agreement with the Firm, as amended, the Firm's fees may be assessed based on either the value of the account assets at the end of the relevant fee period or on the average daily balance of the account during the relevant fee period. For fees based on the period end value, such fees may be adjusted for account deposits and withdrawals made during the fee period. Clients are advised to consult their agreements with the Firm, including any amendments, for their applicable fee arrangement.

Fee payments will generally be assessed within ten (10) business days following each billing period. For those accounts held by Client's selected brokerage firm or custodian that the Firm does not maintain an agreement, Clients will be directly billed, and fees will be due immediately upon receipt of the Firm's invoice. Our Asset-Based fee is determined by taking the percentage rate we charge divided by four times the average daily balance of the account. The average daily balance is the sum of the average daily value of all assets in the account, not adjusted by any margin debit. The fee is then rounded to the nearest whole dollar. This fee shall be assessed on a quarterly basis and paid in Arrears.

For purposes of determining the value of assets upon which the Firm's fee is based, the asset value, securities and other instruments traded on a market for which actual transaction prices are publicly reported will be valued at the last reported sale price on the principal market in which they are traded. If there are no sales on such date, then they will be determined by the mean between the *closing bid* and *asked price* on such date. Other readily marketable securities will be valued using a pricing service or through quotations from one or more dealers. In the absence of a market value, TFP may seek an independent third-party opinion or through a good faith determination by a qualified Firm associate.

The applicable Wealth/Investment Management Services fees referenced include all fees and charges for the services of the Firm and its investment adviser representatives. The Client will be required to authorize in writing a selected broker/dealer or custodian ("service provider") to deduct advisory fees, applicable transaction charges, etc., from Client accounts. All fees will be clearly noted on the Client statements, and TFP will send written notice of the fees to be deducted from Client account which will include the total fee assessed, covered time period, calculation formula utilized, and the assets under management on which the fee has been based. In all instances, the Client bears responsibility for verifying the accuracy of fee calculations in their invoice/statement.

Fees for these services are negotiable at the discretion of the Firm President and services to be provided and the assessed fee will be detailed in the written engagement agreement. Lower fees for comparable services may be available from other sources.

Potential Additional Fees - Specific product recommendations made by the Firm will usually be for "no-load" (i.e., no commission) products, if available. In some cases, such as with insurance products, there may not be a suitable selection of no-load products available for recommendation, however, neither the Firm nor its associates will be paid a commission on the purchase.

Any transactional or custodial fees assessed by the selected service provider and/or individual retirement account or qualified retirement plan account termination fees are borne by the Client and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its services are separate from any charges the Client may pay for mutual funds, ETFs/ETNs, or other investments of this type. The Firm does not receive "trailer" or SEC Rule 12b-1 fees from any investment company.

Further information about our fees in relationship to our business practices is noted in Item 12 of this document.

🕒 **Financial Planning Agreement** – This agreement is used for Financial Planning Projects and Custom Tailored, Hourly or Flat Fee, as described in Item 4b.

Financial planning and consultation service fees are generally paid on a fixed fee or project-based rate and assessed based on an estimate of the number of hours and complexity involved in the project. For example, our current schedule of fees is*:

- 🕒 Navigating Retirement - \$3,250
- 🕒 Retirement Roadmap - \$3,725
- 🕒 Core Financial Plan - \$2,650
- 🕒 Financial Check Up - \$795
- 🕒 Customized Engagements - \$75-\$300 per hour, depending on Advisor/Administrative Staff
- 🕒 Small Business Retirement Planning - Customized

**The noted fees are a guideline. Actual fee estimates may differ due to specific Client circumstances.*

The fee for Project planning work is predicated upon the facts known at the start of the engagement. The fee generally ranges from \$795 to \$3,725. The fee is quoted as either a flat fee or is based upon our estimate of the actual time that will be spent on the project using our hourly rate of \$75-\$300 per hour depending on Advisor/Administrative Staff. The Project fee requires a deposit of 50% of the estimated fee range at the initial engagement with balance due and payable immediately upon


presentation of the recommendations. The initial deposit may be paid via paper or electronic check or debit/credit card. In general, for recordkeeping and compliance purposes it is against our policy to accept cash as payment for any fees. Clients will be invoiced for any future services performed after the initial engagement. Payment of such invoices shall be made within twenty (20) days of receipt.

Since financial planning is a discovery process, situations occur wherein the Client is unaware of certain financial exposures or predicaments. In the event that the Client's situation is substantially different than disclosed at the initial meeting, a revised Project fee will be provided for mutual agreement. The Client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary for a reasonable timeframe, typically for one month after delivery of the plan (if Firm scheduling allows). Follow-up implementation work is billed separately & an Addendum to the agreement will be signed by both TFP and the Client outlining the scope and fees for the new project. Projects that are more than three months in duration will be billed quarterly in arrears.

If the Client elects to further engage the Firm to provide Wealth/Investment Management Services, a portion of certain financial planning services fees during the initial engagement year may be waived at the discretion of the Firm President.

In limited situations, Client fees may be paid by a third-party on behalf of the Client. For example, FinancialPoint, a subsidiary of ComPsych Corp., will pay financial planning fees on behalf of Clients receiving military benefits under a Servicemembers' Group Life Insurance policy.

 **Trustee Services** – Generally, the fee for administrative trustee services is in addition to the Wealth/Investment Management Services and is 0.50% annualized, calculated and billed in the same way as the Wealth/Investment Management Services fee.

In all cases, fees for these services are negotiable at the discretion of the Firm President and services to be provided and the assessed fee will be detailed in the written engagement agreement.

5c. Third Party/Other Fees - All fees paid to the Firm for investment advisory services are separate and distinct from the fees and expenses charged by custodians, broker dealers, mutual funds and other third parties. All fees and charges incurred in connection with transactions for the account will be paid out of the assets in the account and are in addition to the investment management fees paid to TFP. These potential fees include but are not limited to mutual funds fees (including 12b-1 fees), trading fees, transaction fees, exchange fees, transfer taxes, custodial fees, administrative fees for MF/ETFs and wire transfer and electronic funds processing fees. The Client bears the responsibility for verifying the accuracy of fee calculations. TFP recommends that the Client obtain a complete schedule of fees from their brokerage firm or outside investment manager. It is also recommended that the Client review the investment prospectus for a complete explanation of these fees and expenses.

Most trading transaction charges are usually small and incidental to the purchase or sale of a security. Generally, the selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

TFP does not receive any portion of these other fees nor does it receive commissions or third-party payments of any kind. The only compensation received by TFP is in the form of fees paid directly by the Client.

Expense Ratios - Mutual funds and Exchange Traded Funds (ETF) generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50% means that the fund company charges ½ of 1% for their services annually, which equates to \$5 annually on a \$1,000 investment. These fees are in addition to the fees paid by the Client to TFP.

Past Due Accounts and Termination of Agreement - With the exception of the first 9-month period of a new Retainer Service Agreement, a Client may terminate any of the aforementioned agreements at any time by notifying TFP in writing and paying the accrued balance for the time spent on the engagement prior to notification of termination. If the Client made an advance payment, TFP will refund any unearned portion of the advance payment.

Likewise, TFP may terminate any of the aforementioned agreements (Retainer or Financial Planning) at any time by notifying the Client in writing. If the Client made an advance payment, TFP will refund any unearned portion of the advance payment.

If a Financial Planning Service agreement is terminated within 5 business days of signing, all pre-paid fees will be refunded. After that, any unearned fees would be refunded on a pro-rata basis and any balances owed would be due immediately.

Either TFP or the Client may terminate the Wealth Management Agreement by providing 30 days' written notice. For accounts terminated during the course of a quarter, the final billing occurs upon the termination date, and is calculated pro-rata based on the number of days during the quarter for which the account was managed by the Adviser. Refunds will be made in the month following the end of the quarter in which the contract was terminated.

When an agreement is terminated, all assets may need to be transferred from the current custodian. The Client will be responsible for paying all fees including full quarterly custodial administrative fees, account closure fees, mutual fund fees and all trading costs due to the termination. The Custodian may assess additional fees for the transfer of illiquid investments. If there is insufficient cash in the account, the liquidation of some securities may be used to pay the fees. Prior to termination of an agreement, TFP can provide a good faith estimate of these fees.

TFP reserves the right to stop work on any account that is more than 7 days overdue. In addition, the Firm reserves the right to terminate any financial planning engagement where a Client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in the Firm's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded promptly.

Custodian Charges – Additional Fees. As discussed in Item 12, when requested to recommend a broker-dealer/custodian for Client accounts, Firm generally recommends that Fidelity Brokerage Services, LLC and National Financial Services, LLC (collectively "*Fidelity*") serve as the broker-dealer and custodian, respectively, for Client investment management assets. Broker-dealers such as *Fidelity* charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian (while certain custodians, including *Fidelity*, do not currently charge fees on individual equity transactions, others do). When beneficial to the Client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom the Firm and/or the Client have entered into arrangements for prime brokerage clearing services, including effecting certain Client transactions through other SEC registered and FINRA member broker-dealers (in which event, the Client generally will incur both the transaction fee charged by the executing broker-dealer and a "trade-away" fee charged by *Fidelity*). These fees/charges are in addition to Firm's investment advisory fee in Item 5. Firm does not receive any portion of these fees/charges.

End Notes to Advisory Services and Fees - In performing any of its services, TFP shall not be required to verify any information received from the Client or from the Client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. TFP may recommend the services of itself and/or other professionals for implementation purposes. Clients are advised that a conflict of interest exists if TFP recommends its own services and if TFP recommends American Trust as an investment manager because TFP's president used to work for the company. The Client is under no obligation to act upon any of the recommendations made by TFP and/or engage the services of any such recommended professionals, including TFP itself. In the event of engaging TFP for the Financial Planning, Retirement Planning and Custom Tailored, Hourly or Flat Fee engagements as described in Item 4b, Client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from TFP. Moreover, each Client engaged in any of our services is advised that it remains his/her responsibility to promptly notify TFP if there is ever any change in his/her financial situation or investment objectives for the purpose of reviewing, evaluating, or revising TFP's previous recommendations and/or services.

Other notes

- ❖ With most services, the initial in-person meeting (which may be conducted remotely/online), is free of

charge and is considered an exploratory interview to determine the extent to which the financial planning and investment services of the Firm may be beneficial to the Client and align with the services they are seeking. In some cases, if the meeting is longer than usual or more detailed in content and the Client chooses to move forward with the services of the Firm, the initial meeting is billed at applicable rates or factored in the estimated fee quote.

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

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

TFP does not use a performance-based fee structure based on a share of capital appreciation of the funds of any advisory contract, also known as performance-based fee, because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the Client.

Item 7 - Types of Clients

Description - TFP generally provides investment advice and financial planning to individuals, pension and profit-sharing plans, trusts, estates, or small business entities.

Client relationships vary in scope and length of service. The Firm does not require minimum income levels, dollar value of assets or other conditions for its financial planning and investment consultation services.

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

8a: Methods of Analysis - If the Firm is engaged to provide investment consultation through our Financial Planning service or Wealth/Investment Management Service, the Client's current financial situation, needs, goals, objectives and tolerance for risk are initially evaluated. Asset allocation and investment objective decisions are made and discussed with the Client to, in the Firm's best judgment, meet the Client's objectives while minimizing risk exposure.

Generally, we first gather information about the Client's personal financial situation and then conduct a meeting with the Client to clarify the Client's personal financial information and determine the Client's specific needs, objectives, goals and tolerance for risk. We employ a fundamental, long-term, buy-and-hold philosophy in regard to investment advice.

We believe it is important that each Client know that our strategy is tailored to best meet their goals and needs. Each Client presents a unique profile, and we may employ one or more strategies or methods to meet their goals.

Modern Portfolio Theory - TFP generally adheres to the principles of Modern Portfolio Theory, which advocates investing across different asset classes to increase diversity and reduce risk. Based on our research and the research of others, we will generally diversify Client assets among cash equivalents (money market funds); high-quality, short and intermediate-term bonds; large, mid and small company stocks; and growth (higher-priced) and value (lower-priced) stocks in the U.S. and foreign developed markets. In certain circumstances, large, small, growth, and value stocks in select emerging markets and/or shares of real estate investment trusts (REITs) and commodity indexes will be included in diversified portfolios.

Asset Allocations - TFP recommends a mix of asset classes for Client portfolios based on an assessment of the Client's long-term financial objectives. Where appropriate, TFP will recommend including high-quality, short and intermediate-term bonds (within a broadly diversified index or asset class mutual fund) to reduce overall portfolio risk, generate a more predictable cash flow (interest income), facilitate portfolio rebalancing, and provide a hedge against inflation.

If a Client's objective is a higher annual expected return and they are willing to accept a higher degree of risk, TFP will generally recommend a portfolio with greater allocations to stocks and small company and value stocks specifically (using index or asset class mutual funds). Recommended stock allocations will generally be globally diversified among the U.S. and foreign developed markets. In certain circumstances, TFP may include emerging markets and REITs in limited percentages. Our recommended asset allocation is generally not

influenced by current market conditions. However, the allocation is often altered when a Client's long-term investment objectives have changed.

Rebalancing - Asset allocations for a portfolio will change as financial markets rise and fall and the specific assets of different parts of the portfolio change. This creates the opportunity to selectively rebalance the portfolio in order to bring asset class percentages back to the policy targets. When it is determined appropriate, asset classes that have risen beyond predetermined limits are sold by an amount that brings the allocation back in line with policy targets, and those that have fallen in value are purchased in the same way. This is a method of buying low and selling high that is not based on trying to predict the direction of markets or asset returns.

Studies show, this rebalancing has the effect of enhancing portfolio returns while maintaining the agreed-upon risk. In order to limit rebalancing transactions and the costs associated with buying and selling ETFs/mutual funds through the chosen custodian, TFP has pre-determined ranges in which allocations may vary and at which rebalancing is initiated.

Specific Investments - While we generally select ETFs, mutual funds or similar securities, we may at times select individual securities or build individual stock portfolios for our Clients. In these cases, TFP examines each securities management, financial condition, and market position and ensures that any purchases of individual securities work towards the Client's portfolio goals, investment horizons and exposure to risk. Individual stocks present potential risks as prices of individual securities can move up or down due to general economic conditions, industry specific conditions, government regulations or corporate management, among other factors.

8b: Investment Strategy Risks - As recent global and domestic economic events have indicated, performance of any asset or asset class is not guaranteed and can indeed be unpredictable. As a result, there is a risk of loss of the assets we manage as a result of both allocation and the status of the markets when we rebalance.

While all current research, academia and data allow us to understand and map asset classes and their risk and return, there is a risk that they, or our analysis, are wrong and will lead to losses. Additionally, correlations among asset classes may be judged incorrectly, which also may incur risk of loss as diversification may not be properly balanced. Additionally, minor or severe market conditions may significantly drive gains or losses in one asset class over another, causing unexpected losses. There is a risk that rebalancing at any moment in time will not match current market directions, leading to risk of loss.

8c: Investment Strategies - We recommend a proper asset allocation based on the Client's personal financial situation. We believe, and studies show that asset allocation is a key component of investment portfolio design. We make asset allocation and investment policy decisions using our best judgment in order to help the Client achieve their overall financial objectives and goals while minimizing risk exposure. We believe that the appropriate allocation of assets across diverse investment categories (i.e. stock vs. bond, foreign vs. domestic, large cap. vs. small cap., high quality vs. high yield, etc.) is the primary determinant of portfolio returns and is critical to the long-term success of a Client's financial objectives and goals.

The Firm employs fundamental, long-term, buy-and-hold philosophies and approaches in investment selection and implementation strategies. Passively-managed index funds and/or exchange-traded funds typically play a large role as core investments. We recommend specific investments and primarily utilize low-cost, no-load, index investments to design their investment plan.

Recommendations provided are based on publicly available reports, analysis and research materials, computerized asset allocation modeling programs and various industry subscription services (i.e., Morningstar).

8d. Risk of Loss - All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. While we believe our investment strategy is designed to potentially produce the highest possible return for a given level of risk, it cannot guarantee that an investment objective or goal will be achieved. Some investment decisions made by us may result in loss, which may include the original principal amount invested. The Client must be able to bear the various risks involved in investing, which may include market risk, liquidity risk, interest rate risk, currency risk or sociopolitical risk, among others. These risks are further defined below:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example,

when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Sociopolitical Risk:** The impact on the market in response to political and social events such as a terrorist attack, war, pandemic, or elections.
- **Country Risk:** If investing in securities from a single country – even the US – there is a possibility that occurrences could adversely impact the prices of the securities associated with that country. These occurrences could include economic troubles, changes in political structure or leadership, and international trade policies. Although similar to market risk, this risk is isolated to, and therefore solely impacts security prices of, a particular country.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.
- **Default Risk:** In times of economic hardship, companies may be unable to pay back creditors, aka bondholders. This risk may be elevated when dealing with companies which have lower credit ratings. It exists when investing both directly in a company, and indirectly through a mutual or exchange-traded fund.

Please Note: The Registrant does not recommend or advocate the purchase of, or investment in, cryptocurrencies. The Registrant considers such an investment to be **speculative**. **Please Also Note:** Clients who authorize the purchase of a cryptocurrency investment must be prepared for the potential for **liquidity constraints, extreme price volatility and complete loss of principal**.

Item 9 - Disciplinary Information

We do not have any legal, financial, or other "disciplinary" items to report. We are obligated to disclose any disciplinary event that would be material to the Client when evaluating our Firm and its associated persons.

Item 10 - Other Financial Industry Activities and Affiliations

Neither TFP, nor any of its personnel are affiliated with or maintain a material relationship with another financial industry entity. Our policies require that we conduct business activities in a manner that avoids actual or potential conflicts of interest between the Firm, personnel, and the Client, or that may otherwise be contrary to law. We will provide disclosure to the Client, prior to and throughout the term of an engagement, of any conflicts of interest which will or may reasonably compromise our impartiality or independence.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

11a: The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.

11b: Neither the Registrant nor any related person of Registrant recommends, buys, or sells for Client accounts, securities in which the Registrant or any related person of Registrant has a material financial interest.

11c: The Registrant and/or representatives of the Registrant buy or sell securities that are also recommended to Clients. This practice may create a situation where the Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if the Registrant did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of the Registrant's Clients) and other potentially abusive practices.

The Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of the Registrant's "Access Persons". The Registrant's securities transaction policy requires that Access Persons of the Registrant must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Registrant selects; provided, however that at any time that the Registrant has only one Access Person, he or she shall not be required to submit any securities report described above.

11d: The Registrant and/or representatives of the Registrant buy or sell securities, at or around the same time as those securities are recommended to Clients. This practice creates a situation where the Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, the Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

Item 12 - Brokerage Practices

Brokerage Practices

In the event that the Client requests that Registrant recommend a broker-dealer/custodian for execution and/or custodial services, Registrant generally recommends that investment advisory accounts be maintained at Fidelity Brokerage Services, LLC and National Financial Services, LLC (collectively "*Fidelity*") as broker-dealer and custodian, respectively. Prior to engaging Registrant to provide investment management services, the Client will be required to enter into a formal Investment Advisory Agreement with Registrant setting forth the terms and conditions under which Registrant shall advise on the Client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Registrant considers in recommending Fidelity (or any other broker-dealer/custodian to Clients)

include historical relationship with Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Broker-dealers such as Fidelity can charge transaction fees for effecting certain securities transactions (See Item 4 above). To the extent that a transaction fee will be payable by the Client to Fidelity, the transaction fee shall be in addition to Registrant's investment advisory fee referenced in Item 5 above.

To the extent that a transaction fee is payable, Registrant shall have a duty to obtain best execution for such transaction. However, that does not mean that the Client will not pay a transaction fee that is higher than what another qualified broker-dealer might charge to effect the same transaction where Registrant determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible rates for Client account transactions.

Research and Benefits: Although not a material consideration when determining whether to recommend that a Client utilize the services of a particular broker-dealer/custodian, Registrant can receive from Fidelity (or another broker-dealer/custodian, investment manager, platform sponsor, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Registrant to better monitor and service Client accounts maintained at such institutions. Included within the support services that can be obtained by Registrant can be investment-related research, pricing information and market data, software and other technology that provide access to Client account data, compliance and/or practice management-related publications, discounted or gratis consulting services (including those provided by unaffiliated vendors and professionals), discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support (including Client events), computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations. Certain of the benefits that could be received can also assist Registrant to manage and further develop its business.

Registrant currently pays quarterly fee to have access to the Fidelity platform. This fee is not passed through to Clients.

Registrant's Clients do not pay more for investment transactions effected and/or assets maintained at Fidelity as the result of this arrangement. There is no corresponding commitment made by Registrant to Fidelity, or any other any entity, to invest any specific amount or percentage of Client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

ANY QUESTIONS: Registrant's Chief Compliance Officer remains available to address any questions that a Client or prospective Client may have regarding the above arrangements and the corresponding conflicts of interest presented by such arrangements.

Directed Brokerage. Registrant recommends that its Clients utilize the brokerage and custodial services provided by Fidelity. The Firm generally does not accept directed brokerage arrangements (but could make exceptions). A directed brokerage arrangement arises when a Client requires that account transactions be effected through a specific broker-dealer/custodian, other than one generally recommended by Registrant (i.e., Fidelity). In such Client directed arrangements, the Client will negotiate terms and arrangements for their account with that broker-dealer, and Firm will not seek better execution services or prices from other broker-dealers or be able to "batch" the Client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, a Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. **Please Note:** In the event that the Client directs Registrant to effect securities transactions for the Client's accounts through a specific broker-dealer, the Client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the Client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant. **Please Also Note:** Higher transaction costs adversely impact account performance. **Please Further Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Order Aggregation. Transactions for each Client account generally will be effected independently, unless Firm decides to purchase or sell the same securities for several Clients at approximately the same time. The Firm may (but is not obligated to) combine or “batch” such orders for individual equity transactions (including ETFs) with the intention to obtain better price execution, to negotiate more favorable commission rates, or to allocate more equitably among the Firm’s Clients differences in prices and commissions or other transaction costs that might have occurred had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Clients in proportion to the purchase and sale orders placed for each Client account on any given day. In the event that the Firm becomes aware that a Firm employee seeks to trade in the same security on the same day, the employee transaction will either be included in the “batch” transaction or transacted after all discretionary Client transactions have been completed. The Firm shall not receive any additional compensation or remuneration as the result of such aggregation.

Item 13 - Review of Accounts

Reviews are generally conducted by Melody W. Townsend, CFP® or Harrison Nicholas “Nick” Bailey, CFP®.

Periodic Reviews - Investment Management Clients have reviews conducted based on the Client’s investment objectives or plan, but no less than annually. More frequent reviews may also be triggered by a change in the Client’s investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or changes in macro-economic climate.

In the case of ongoing Retainer Clients, accounts are typically reviewed once or twice per year, depending on the agreed upon services, and may be initiated either by the Client or by the Firm.

In the case of Financial Planning Project Clients, recommendations are provided at the time the financial plans are presented. Periodic financial reviews are recommended but it is up to the Client to initiate those reviews since the agreement terminates upon delivery of the presentation of recommendations.

Regular Reports - All Wealth/Investment Management Clients receive reports as needed, but no less than annually, on representative investments recommended specifically by TFP. Wealth/Investment Management Clients also receive standard account statements from the custodian where their accounts are held on a monthly or quarterly basis.

Financial Planning Project Clients do not generally receive regular reports from TFP. In the case of Retainer Clients, periodic reviews are conducted once or twice per year (depending on the written agreement) and typically consist of a detailed summary of financial assets, a discussion of portfolio performance and recommended changes and supporting documents such as investment portfolio Snapshots.

TFP reminds Clients to notify us of any changes to their personal situation, financial or otherwise, as it may impact the planning recommendations.

Item 14 - Client Referrals and Other Compensation

TFP does not receive, nor does it pay, any fees for Client referrals.

Incoming Referrals - TFP has been fortunate to receive many Client referrals over the years. The referrals have come primarily from current Clients, other professionals and from members of the public who have visited the website of the National Association of Personal Financial Advisors, CFP Board and/or Garrett Planning Network and have searched for Firms by utilizing their planner search tools. The Firm does not compensate referring parties for these referrals. www.feeonlynetwork.com (we pay a fee to have enhanced services on their site, but we do not pay to be listed or for referrals).

Referrals Out - TFP does not accept referral fees or any form of remuneration from other professionals when a prospect or Client is referred to them.

Item 15 - Custody

In most all cases, qualified custodians such as Fidelity, TD Ameritrade, Vanguard, Valic, Transamerica, TIAA-

CREF, American Trust, etc. holds Clients' accounts. Based on the language of the Level 2 Asset Movement Authorization for accounts at Fidelity, the Firm has custody as Level 2 permits the Advisor the authority to direct Fidelity with regard to the timing, amount and reason of any distribution(s) to apply on behalf of the Client without direct instructions from the Client. The Firm is also deemed to have custody of Fidelity accounts with Level 1 First and Third Party Authorization, as it permits the Advisor the discretion to determine the amount and timing of transfers, specifically to third parties. However, it is the policy of the Firm to only allow the Client to have withdrawals directed to their address of record or to a receiving account with like registration.

There are Wealth/Investment Management or other Clients for which TFP has custody because the Firm possess the User ID and Password for a Client's online access for their bank accounts/investment/retirement accounts because their custodian does not have a separate access available for an outside advisor. For those custodians that provide it, the Client is notified via Two-factor authentication when logins occur for TFP to review or rebalance their account(s). In addition, the Client receives e-mail confirmations and account statements directly from their service provider outlining all transactions. The account statements are typically provided on at least a quarterly basis or as account transactions occur.

With most of TFP's service agreements, the Client will request that their fee be paid by fee-deduct from their investment portfolio. In these cases, TFP will provide the Client with an itemized fee invoice. TFP urges the Client to review these invoices each period for accuracy.

TFP also provides Trustee services and in those cases, TFP has custody of Client accounts. TFP reports that it maintains custody of Client accounts in TFP's Form ADV Part 1 at Item 9. These practices and/or services are subject to an annual surprise CPA examination in accordance with the requirements of Rule 206(4)-2 under the Investment Advisers Act of 1940 and state law equivalents.

Account Statements - All assets are held by unaffiliated qualified custodians. The custodians provide account statements directly to Clients at their address of record at least quarterly. Clients who opt to have fees deducted directly from their accounts will see this deduction itemized on their statement. To the extent that TFP provides Clients with periodic account statements or reports, the Client is urged to compare any statement or report provided by TFP with the account statements received from the account custodian. The account custodian does not verify the accuracy of the Firm's advisory fee calculation.

Item 16 - Investment Discretion

Wealth/Investment Management - Through custodians, Clients generally provide signed permission to grant TFP on-going and continual discretionary access to their accounts. This discretionary authority allows TFP to manage Client accounts according to the investment strategies without calling the Client in advance of appropriate transactions. The Firm has the discretion to determine the securities to be bought or sold and number of securities for a Client's account. In the cases where the Firm is not given discretion, permission must be received from the Client to make any trades on a non-discretionary basis, or the Client is responsible for executing the trades themselves. Clients who engage TFP on a discretionary basis may, at any time, impose reasonable restrictions, in writing, on TFP's discretionary authority (i.e., limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, etc.).

Limited Power of Attorney - In many cases a limited power of attorney is signed by the Client. This is a trading authorization for on-going Retainer Clients and Wealth Management Clients. Clients sign this form so that the Firm may execute the transactions for the Client. In the case of as-needed Project Clients, a limited power of attorney is not generally sought, and it is the Client's responsibility to execute all trades.

Item 17 - Voting Client Securities

TFP does not vote Client securities. The Client will maintain responsibility for directing the manner in which proxies are voted, as well as all other elections relative to mergers, acquisitions, tender offers or other events pertaining to the Client's investments. The Client will receive their proxies and other solicitations directly from the custodian or transfer agent for their investments. Clients are encouraged to vote their own proxies.

Item 18 - Financial Information

TFP does not require prepayment of more than \$1,200 in fees per Client six months or more in advance. TFP does not have any financial conditions that would impede the Firm from fulfilling its contractual commitments.

Neither TFP nor Melody W. Townsend has ever filed for bankruptcy.

TOWNSEND FINANCIAL PLANNING, LLC

PRIVACY NOTICE

Privacy Notice

Townsend Financial Planning, LLC (“TFP”) maintains physical, electronic, and procedural safeguards that comply with federal standards to protect its clients’ nonpublic personal information (“information”). Through this policy and its underlying procedures, TFP attempts to secure the confidentiality of customer records and information and protect against anticipated threats or hazards to the security or integrity of customer records and information.

It is the policy of TFP to restrict access to and/or the sharing of all current and former clients’ information (i.e., information and records pertaining to personal background [including social security number and address], investment objectives, financial situation, financial planning issues, tax information/returns, investment holdings, account numbers, account balances, etc.) to those employees and affiliated/nonaffiliated entities who need to know that information in furtherance of the client’s engagement of TFP.

TFP shall disclose, as necessary, the client’s information: (1) to service providers in order establish and maintain the client’s accounts and process transactions (i.e., broker-dealer, account custodian, record keeper, proxy management service provider, insurance company, etc.); (2) required to do so by judicial or regulatory process; or (3) otherwise permitted to do so in accordance with applicable federal and/or state privacy regulations.

However, TFP does not, and shall not, disclose or share information with any affiliated or unaffiliated persons, entities or service providers for marketing or any other purposes or reasons not referenced above.

ANY QUESTIONS OR CONCERNS: Should you have any questions regarding the above, please contact **Melody W. Townsend, Chief Compliance Officer.**

TOWNSEND FINANCIAL PLANNING, LLC

BUSINESS CONTINUITY PLANNING DISCLOSURE

Business Continuity Planning Disclosure

Townsend Financial Planning, LLC has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at (859) 498-2020 or clients@townsendplanning.com, you should call our alternative number (859) 497-1395 or go to our website at www.townsendplanning.com. If you cannot access us through either of those means, you should contact your custodian: Fidelity Investments, Vanguard, TIAA-CREF, etc. for instructions on how it may assist you, for example, provide prompt access to funds and securities, enter orders and process other trade-related transactions, or assist with cash and security transfer transactions for your customers.

Our Business Continuity Plan – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our primary custodian, Fidelity, backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our primary custodian that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within a short period of time. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within a short time period. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area and recover and resume business as quickly as possible. In either situation, we plan to continue in business, transfer operations to our primary custodian, if necessary, and notify you through our website www.townsendplanning.com or our customer emergency numbers, (859) 498-2020 or (859) 497-1395 how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will ensure our Clients prompt access to their funds and securities.

For more information – If you have questions about our business continuity planning, you can contact us at (859) 498-2020 or melody@townsendplanning.com.