

Item 1 – Cover Page

**Planning for Wealth, LLC**  
**1900 Roselawn Avenue**  
**Monroe, LA 71201**  
**P: 318-340-0324**  
**www.PFWLLC.com**

**March 31, 2011**

**This brochure provides information about the qualifications and business practices of Planning for Wealth, LLC. If you have any questions about the contents of this Brochure, please contact us at (318) 340-0324 and/or JAPickering@PFWLLC.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Planning for Wealth, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Planning for Wealth, LLC is 117109.**

**Any references to Planning for Wealth, LLC as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.**

**Item 2 - MATERIAL CHANGES**

This is the initial disclosure brochure. Therefore, there are no material changes to disclose.

At least annually, this section will discuss only specific material changes that are made to the Brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this Brochure will be provided.

**TABLE OF CONTENTS**

Item 2 - MATERIAL CHANGES .....	2
Item 4 - ADVISORY BUSINESS .....	4
Asset Management Services .....	5
Financial Planning Services.....	5
General Information .....	6
Item 5 - FEES AND COMPENSATION .....	6
Asset Management Services .....	6
Financial Planning Services.....	8
Item 6 - PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT.....	8
Item 7 - TYPES OF CLIENTS .....	9
Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS .....	9
Item 9 - DISCIPLINARY INFORMATION .....	10
Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....	10
Item 11 - CODE OF ETHICS, PARTICIPATION OF INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING .....	11
Item 12 - BROKERAGE PRACTICES .....	12
Item 13 - REVIEW OF ACCOUNTS .....	15
Item 14 - CLIENT REFERRALS AND OTHER COMPENSATION.....	15
Item 15 - CUSTODY .....	16
Item 16 - INVESTMENT DISCRETION .....	16
Item 17 - VOTING CLIENT SECURITIES .....	16
Item 18 - FINANCIAL INFORMATION .....	16
Item 19 - REQUIREMENTS FOR STATE REGISTERED ADVISERS .....	17

Brochure Supplements

#### **Item 4 - ADVISORY BUSINESS**

Planning for Wealth, LLC (hereinafter referred to as “Planning for Wealth”) is an investment advisory firm offering a variety of advisory services customized to your individual needs. Planning for Wealth is a fee only investment advisor. Planning for Wealth does not receive income in connection with acting as investment advisor except for the fees we charge as described below. Planning for Wealth receives no commissions.

- A. Planning for Wealth was established in August of 1999. Planning for Wealth is wholly owned by Hulsey, Harwood & Co. Ben Hulsey and Susan Harwood are the principal executive officers and owners of Hulsey, Harwood & Co.
- B. Planning for Wealth offers the following advisory services. Each of the services is more fully described below.
  - Asset Management
  - Financial Planning

Planning for Wealth, LLC provides back office services for Mustard Seed Financial, LLC. Mustard Seed Financial, LLC is a registered investment advisor. The back office service provided by Planning for Wealth includes preparation of quarterly performance statements. Planning for Wealth receives a fee based on the time involved to prepare the quarterly statements and is paid quarterly.

- C. Planning for Wealth tailors the advisory services it offers to your individual needs. You may impose restrictions and/or limitations on the investing in certain securities or types of securities. Planning for Wealth will meet with you and conduct an interview to gather as much information as possible about your financial situation, financial goals and objectives, and risk tolerance. The information gathered by Planning for Wealth will assist Planning for Wealth to provide you with the requested services and customize the services to your financial situation. Depending on the services you have requested, Planning for Wealth will gather various financial information and history from you including, but not limited to:
  - Retirement and financial goals
  - Investment objectives
  - Investment horizon
  - Financial needs
  - Cash flow analysis
  - Cost of living needs
  - Education needs
  - Savings tendencies
  - Other applicable financial information required by Planning for Wealth in order to provide the investment advisory services requested.
- D. Planning for Wealth does not participate in any wrap fee programs.

- E. As of December 17, 2010, we have approximately \$30 million of client assets under our discretionary management. Planning for Wealth does not have non-discretionary client assets under management.

### **Asset Management Services**

Upon Planning for Wealth completing its analysis of your situation, Planning for Wealth will design a written Investment Policy Statement specific to your managed account. Planning for Wealth will determine an asset allocation customized to your financial goals, objectives and risk tolerance.

Planning for Wealth has designed model no-load mutual fund portfolios. Primarily Planning for Wealth utilizes the Dimensional Fund Advisors ("DFA") group of mutual funds. Planning for Wealth will work with each client and assist the client to determine a model or customized portfolio that is designed to help the client work toward their financial goals and objectives. Model portfolios will be customized to your financial situation taking into consideration your limitations or restrictions, the market and economy at the time and your financial situation, goals and objectives.

Planning for Wealth will provide continuous and ongoing management of your account.

Planning for Wealth offers its Management Program on a discretionary and non-discretionary basis. If you elect to grant Planning for Wealth discretionary authority, Planning for Wealth will manage the account and will make changes to the allocation as deemed appropriate by Planning for Wealth. Planning for Wealth will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. Planning for Wealth may actively trade securities and hold such holdings for periods of 30 days or less or maintain positions for longer or shorter term periods. Discretionary authority will be granted by you to Planning for Wealth by execution of the Asset Management agreement.

If you elect to have your accounts managed on a nondiscretionary basis, no changes will be made to the allocation of your account without prior consultation with you and your expressed agreement. Non-discretionary accounts have risk. The risk is that if Planning for Wealth determines it is in your best interest to buy, sell or exchange a holding, Planning for Wealth cannot make the change without your expressed authorization. Therefore, if Planning for Wealth is not able to contact you, opportunities may be missed.

You are advised transactions in the account, account reallocations and rebalancing may trigger a taxable event, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts.

### **Financial Planning Services**

Planning for Wealth will schedule a meeting with you and present the analysis of your situation and recommendations for steps to be taken to assist you to work toward financial goals.

Plans are based on your financial situation at the time and are based on financial information disclosed by you to Planning for Wealth. You are advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Planning for Wealth cannot offer any guarantees or promises that your financial goals and objectives will be met. Further, you must continue to review the plan and update the plan based upon changes in your financial situation, goals, or objectives or changes in the economy. Should your financial situation or investment goals or objectives change, you must notify Planning for Wealth promptly of the changes. You are advised that the advice offered by Planning for Wealth may be limited and is not meant to be comprehensive. Therefore, you may need to seek the services of other professionals such as an insurance adviser, attorney and/or accountant.

You are not obligated to implement advice through Planning for Wealth.

### **General Information**

You are advised the investment recommendations and advice offered by Planning for Wealth are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform Planning for Wealth promptly with respect to any changes in your financial situation and investment goals and objectives. Failure to notify Planning for Wealth of any such changes could result in investment recommendations not meeting your needs.

## **Item 5 - FEES AND COMPENSATION**

### **Asset Management Services**

- A. Fees are negotiable and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds.

No fee adjustments are made for additional deposits to the account or partial withdrawals from the account during a calendar quarter. Further, no fee adjustments will be made for Account appreciation or depreciation.

You will be charged the greater of the minimum annual fee of \$650 or a fee based on the following fee schedule.

<b>Account Size</b>	<b>Annual Fee</b>
\$0 to \$199,999	1.50%
\$200,000 to \$499,999	1.25%
\$500,000 to \$999,999	1.00%
\$1,000,000 and above	0.75%

In addition to the annual advisory fee, each account may be charged an annual maintenance fee of \$50.

## Planning for Wealth, LLC

After the first year, the fee may be reduced 0.25% to 0.50%, depending on the ongoing services client will receive. The fee reduction, if any, will be negotiated with the client upon execution of the client agreement. Fees for the first year may be higher and reduced in the second year and beyond as a result of financial planning, account transfer and establishment, and account set up in the first year.

On a limited basis, clients who have bond portfolios under supervision and review with Planning for Wealth will be charged an hourly fee based on the rate of \$90 to \$100 per hour rather than the annual fee in accordance with the fee schedule above. The hourly fee is negotiable. Bond portfolios receive more passive management. Planning for Wealth will provide research on bonds, find bonds for client portfolios and facilitate the transaction of buying or selling a bond on behalf of a client. The hourly rate charged to the client will vary depending on the services provided. Generally, clerical services are charged at a lower rate. Hourly fees are billed as services are provided.

Individual accounts for members of the same family, defined as spouses and dependent children are assessed fees based on the total account balance of all family accounts. Accounts for business entities and accounts related thereto, including those of the business owner are assessed fees based on the total account balances of all such related accounts.

Planning for Wealth may change the above fee schedule upon 30-days prior written notice to you.

- B. Advisory fees will generally be collected directly from your account, provided you have given Planning for Wealth written authorization. You will be provided with an account statement reflecting the deduction of the advisory fee direct from the account custodian. If the Account does not contain sufficient funds to pay advisory fees, Planning for Wealth has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. You may reimburse the account for advisory fees paid to Planning for Wealth, except for ERISA and IRA accounts.
- C. In addition to the advisory fees above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Planning for Wealth will provide an invoice on a quarterly basis reflecting the fee deducted from your account. Additionally, you may pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Such fees are not charged by Planning for Wealth and are charged by the product, broker/dealer or account custodian. Planning for Wealth does not share in any portion of such fees. Additionally, you may pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. Such advisory fees are not shared with Planning for Wealth and are compensation to the fund-manager. You should read the mutual fund prospectus prior to investing.
- D. The initial fee is generally based on the value of the account as of the end of the calendar quarter and is prorated based on the amount of time the account is invested. Thereafter, fees

are charged quarterly, in advance, based upon the value of the account on the last business day of the just completed calendar quarter.

The annual fee is charged on the entire account balance ending value at the end of each completed calendar quarter, with the exception of those assets client and Planning for Wealth have agreed to exclude from the fee calculation.

#### Termination Provisions

Services will continue until your request for termination. You may terminate advisory services obtained from Planning for Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Planning for Wealth. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate advisory services upon thirty (30) days verbal or written notice delivered to Planning for Wealth. (Verbal notice to be followed within 14 days by written notice). Upon proper notice, prepaid fees will be refunded pro-rata based upon the number of days from the date of termination to the end of calendar quarter.

#### **Financial Planning Services**

You are advised that fees for planning services are strictly for planning services. Therefore, you may pay fees and/or commissions for additional services obtained such as asset management or products purchased such as securities or insurance.

Fees are negotiable.

Fees are computed at 0.40% of the account value, charged quarterly in advance, with an annual \$1,200 minimum charge.

Planning for Wealth will, on occasion, negotiate alternative fees. Such circumstances may include but not be limited to complexity of the client situation, number of meetings, staff resources, areas of analysis and coordination of other professionals such as attorney, accountant, etc.

#### Termination Provisions

You may terminate advisory services obtained from Planning for Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Planning for Wealth. Thereafter, you may terminate investment advisory services with 30-days written notice to Planning for Wealth. You will be responsible for any time spent by Planning for Wealth.

#### **Item 6 - PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT**

This section is not applicable to Planning for Wealth since Planning for Wealth does not charge performance based fees.



## **Item 7 - TYPES OF CLIENTS**

Planning for Wealth's services are geared toward individuals both high net worth (i.e. clients with a net worth of \$1,500,000) and other than high net worth individuals, pension and profit sharing plans and corporations or other businesses.

As previously disclosed under Item 5 Fees and Compensation, the following minimums apply.

- Asset Management Services - You will be charged the greater of the minimum annual fee of \$650 or a fee based on the assets under management fee schedule.
- Financial Planning Services - Minimum annual fee of \$1,200.

## **Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

- A. Planning for Wealth uses investment and portfolio allocation software to evaluate alternative portfolio designs. Further Planning for Wealth utilizes educational materials, and information obtained from various sources provided by Dimensional Fund Advisors to assist Personal Wealth to determine an allocation for the client based on the tenants of the Modern Portfolio<sup>1</sup> Theory.

Our security analysis is based upon a number of factors including those derived by commercially available software technology, securities rating services, general market and financial information, due diligence reviews and specific investment analysis you request from time to time.

Our main sources of information include commercially available investment services, financial newspapers, periodicals and issuer-prepared information. We may also use outside consultants to provide expertise in certain circumstances. More specifically, we regularly use Litman/Gregory Analytics, L.L.C., an investment research firm and Fixed Income Securities, a firm who works exclusively with financial professionals in the fixed income arena specializing in fixed income products, portfolio analysis and investment strategies.

FIS (Fixed Income Securities) and Advisor Intelligence (Litman/Gregory) both provide access to market news and current market commentaries.

Our advice is based upon long-term investment strategies that incorporate the principles of Modern Portfolio Theory. Our investment approach is firmly rooted in the belief that markets are "efficient", and that investors' returns are determined principally by asset allocation decisions, not market timing or stock picking. We develop diversified portfolios, principally,

---

<sup>1</sup> Modern portfolio theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets. MPT is a mathematical formulation of the concept of diversification in investing, with the aim of selecting a collection of investment assets that has collectively lower risk than any individual asset.

## Planning for Wealth, LLC

through the use of passively managed, asset class mutual funds that are available only to institutional investors and clients of a network of carefully selected investment advisors.

We may also recommend the use of long-term investment techniques such as dollar-cost averaging.

- B. You are advised investing in securities involves risk of loss, including the potential loss of principal. Therefore, your participation in any of the management programs offered by Planning for Wealth will require you to be prepared to bear the risk of loss and fluctuating performance.

Planning for Wealth does not represent, warrant or imply that the services or methods of analysis used by Planning for Wealth can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Planning for Wealth will provide a better return than other investment strategies.

- C. As stated above in Item 5, Planning for Wealth primarily uses mutual funds. The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers, and fund straying from its objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Mutual fund fees are described in the fund's prospectus, which the custodian mails directly to the client following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's Web site. At the client's request at any time Planning for Wealth will direct the client to the appropriate Web page to access the prospectus.

### **Item 9 - DISCIPLINARY INFORMATION**

There is no reportable disciplinary information required for Planning for Wealth or its management persons that is material to your evaluation of Planning for Wealth, its business or its management persons.

### **Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

Planning for Wealth has a sister company, Hulsey Harwood Sheridan, LLC, an accounting firm. Clients are under no obligation to engage in accounting services with Hulsey Harwood Sheridan, LLC.

Advisory Representatives of Planning for Wealth, Ben Hulsey and Susan Harwood, are CPAs with under no obligation to participate in the accounting services offered by Hulsey Harwood Sheridan, LLC or May & Co., LLP. However, should clients participate in services through one of the aforementioned accounting firms clients will pay a fee to the accounting firm and Planning for

Wealth. Therefore, Advisory Representatives may receive a portion of the advisory fees and a portion of accounting fees billed through the accounting firm and Planning for Wealth. Advisory Representatives spend approximately 85% to 90% of their time offering accounting services through Hulsey Harwood Sheridan, LLC or May & Co., LLP.

Planning for Wealth, LLC and Hulsey Harwood Sheridan, LLC employ Jo Ann Pickering, a pension consultant whose background and functions are detailed in the attached supplement. Jo Ann Pickering spends approximately 50% of her time as a pension consultant.

Planning for Wealth is not and does not have a related person who is a: futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities. Further, Planning for Wealth is not and does not have a related person who is: broker/dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; lawyer or law firm; insurance company or agency; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

## **Item 11 - CODE OF ETHICS, PARTICIPATION OF INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

### **Code Of Ethics**

- A. Planning for Wealth has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Planning for Wealth takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Planning for Wealth's policies and procedures. Further, Planning for Wealth strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with Planning for Wealth's Privacy Policy. As such, Planning for Wealth maintains a code of ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, Planning for Wealth's Code of Ethics establishes Planning for Wealth's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.
- B. Neither Planning for Wealth nor its associated persons recommends to clients or buys or sells for client accounts any securities in which we have a material financial interest.
- C. Planning for Wealth and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, Planning for Wealth and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. Planning for Wealth and its associated persons will not put their interests before your interest. Planning for Wealth and its associated persons may not trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

- D. Planning for Wealth is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. Planning for Wealth and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

### **Prohibition on Use of Insider Information**

Planning for Wealth has adopted policies and procedures to prevent the misuse of “insider” information (i.e. material non-public information). A copy of such policies and procedures is available to any person upon request.

## **Item 12 - BROKERAGE PRACTICES**

### *The Custodian and Brokers We Use*

MMCM does not maintain custody of your assets that we manage; although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see *Item 15 – Custody*, below). Your assets must be maintained in an account at a “qualified custodian,” generally a brokerdealer or bank. We recommend you use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab, then we cannot manage your account

Not all advisors require their clients to use a particular broker-dealer or other custodian. Even though your account is maintained at Schwab, we can still use other brokers to execute trades for your account as described below (see “*Your Brokerage and Custody Costs*”).

### *How We Select Brokers/Custodians*

We seek to recommend a custodian/broker who will hold your assets and execute transactions on terms that are, overall, most advantageous when compared to other available providers and their services. We consider a wide range of factors, including, among others:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)

- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, and stability
- Prior service to us and our other clients
- Availability of other products and services that benefit us, as discussed below (see *“Products and Services Available to Us From Schwab”*)

#### *Your Brokerage and Custody Costs*

For our clients’ accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Schwab charges you a flat dollar amount as a “prime broker” or “trade away” fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account. We have determined that having Schwab execute most trades is consistent with our duty to seek “best execution” of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see *“How We Select Brokers/Custodians”*).

#### *Products and Services Available to Us From Schwab*

Schwab Advisor Services™ (formerly called Schwab Institutional®) is Schwab’s business serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage—trading, custody, reporting, and related services—many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients’ accounts, while others help us manage and grow our business. Schwab’s support services generally are available on an unsolicited basis (we don’t have to request them) and at no charge to us as long as our clients collectively maintain a total of at least \$10 million of their assets in accounts at Schwab. If our clients collectively have less than \$10 million in assets at Schwab, Schwab may charge us quarterly service fees of \$1,200. Following is a more detailed description of Schwab’s support services:

#### *Services That Benefit You.*

Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab’s services described in this paragraph generally benefit you and your account.

#### *Services That May Not Directly Benefit You.*

Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

*Services That Generally Benefit Only Us.*

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits, such as occasional business entertainment of our personnel.

*Our Interest in Schwab's Services*

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services so long as our clients collectively keep a total of at least \$10 million of their assets in accounts at Schwab. Beyond that, these services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The \$10 million minimum may give us an incentive to recommend that you maintain your account with Schwab, based on our interest in receiving Schwab's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "*How We Select Brokers/Custodians*") and not Schwab's services that benefit only us. We have \$10 million in client assets under management, and we do not believe that recommending our clients to collectively maintain at least \$10 million of those assets at Schwab in order to avoid paying Schwab quarterly service fees presents a material conflict of interest.

Due to the individual management of client accounts, we do not aggregate the purchase or sale of securities for various client accounts.

### **Item 13 - REVIEW OF ACCOUNTS**

- A. If you are participating in the Asset Management Programs you will be invited to participate in at least an annual review or as agreed by you and your Advisory Representative. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

If you are participating in Financial Planning Services you will not receive regular reviews. Planning for Wealth recommends you have at least an annual review and update to any plans. However, the time and frequency of the reviews is solely your decision. Additionally, you will be charged review fees based on the fee schedule disclosed under the program. Other than the initial plan or analysis, there will be no other reports issued.

The following individuals conduct reviews:

Ben Hulsey, Advisory Representative  
Susan Harwood, Advisory Representative  
Jo Ann Pickering, Advisory Representative

- B. You are advised that you must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes may require him review the portfolio allocation and make recommendations for changes.
- C. You will be provided statements at least quarterly direct from the account custodian. Additionally, you will receive confirmations of all transactions occurring direct from the account custodian. Planning for Wealth will provide quarterly reports summarizing your managed account. You should compare the report with statements received direct from the account custodian. Should there be any discrepancy the account custodian's report will prevail.

### **Item 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

- A. Planning for Wealth receives an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. These products and services, how they benefit us, and the related conflicts of interest are described above (see *Item 12 – Brokerage Practices*). The availability to us of Schwab's products and services is not based on Planning for Wealth giving particular investment advice, such as buying particular securities for our clients.
- B. Planning for Wealth does not directly or indirectly compensate any person who is not a supervised person of Planning for Wealth for referrals. Further, Planning for Wealth does not receive an economic benefit from a non-client for providing investment advice or advisory services to you.

### **Item 15 - CUSTODY**

With the exception of deduction of Planning for Wealth's advisory fees from your accounts, Planning for Wealth does not take custody of your funds or securities.

Under government regulations, we are deemed to have custody of your assets if, for example, you authorize us to instruct your account custodian to deduct our advisory fees directly from your account or if you grant us authority to move your money to another person's account. Your account custodian maintains actual custody of your assets. You will receive account statements directly from your account custodian at least quarterly. They will be sent to the email or postal mailing address you provided. You should carefully review those statements promptly when you receive them.

### **Item 16 - INVESTMENT DISCRETION**

You may grant Planning for Wealth authorization to manage your account on a discretionary basis. Discretionary authority will give Planning for Wealth the authority to buy, sell, exchange and convert securities in your managed accounts. You will grant such authority to Planning for Wealth by execution of the advisory agreement. You may terminate discretionary authorization at any time upon receipt of written notice by Planning for Wealth.

Additionally, you are advised that:

- 1) You may set parameters with respect to when account should be rebalanced and set trading restrictions or limitations;
- 2) Your written consent is required to establish any mutual fund, variable annuity, or brokerage account;
- 3) With the exception of deduction of Planning for Wealth's advisory fees from the account, if you have authorized automatic deductions, Planning for Wealth will not have the ability to withdraw your funds or securities from the account.

### **Item 17 - VOTING CLIENT SECURITIES**

Planning for Wealth does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact Planning for Wealth about questions you may have or opinions on how to vote the proxies. However, the voting and how you vote the proxies is solely your decision.

### **Item 18 - FINANCIAL INFORMATION**

- A. Planning for Wealth will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service.
- B. As stated above, Planning for Wealth has discretionary authority over client accounts; however that authority does not extend to the withdrawal of any client assets, with the exception of deduction of Planning for Wealth's advisory fees from your accounts. We are financially stable.



## Planning for Wealth, LLC

There is no financial condition that is likely to impair our ability to meet our contract actual commitment to you or any other client.

- C. Neither Planning for Wealth nor any of its Advisory Representatives has ever been the subject of a bankruptcy petition.

### **Item 19 - REQUIREMENTS FOR STATE REGISTERED ADVISERS**

This section is not applicable to Planning for Wealth. Planning for Wealth is not state registered. Planning for Wealth is registered with the Securities and Exchange Commission.