

Hefty Wealth Partners, Inc.
SEC File # 801-71660

ADV Part 2A, Firm Brochure
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This brochure provides information about the qualifications and business practices of Hefty Wealth Partners, Inc. If you have any questions about the contents of this brochure, please contact David Hefty at 260-927-1830 or david.hefty@heftywealth.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.

Additional information about Hefty Wealth Partners, Inc. is also available on at the SEC's website at: www.adviserinfo.sec.gov.

References herein to Hefty Wealth Partners, Inc. as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training

Item 2 – Material Changes

There have been no material changes made to Hefty Wealth Partners' disclosure statement since last year's Annual Amendment filing on March 22, 2013.

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Item 4 – Advisory Business

- A. Hefty Wealth Partners, Inc. (“Hefty Wealth Partners”) was formed in 2010 in the State of Indiana. It became an SEC-Registered investment adviser on July 26, 2010. Before forming its own asset management firm, certain members of Hefty Wealth Partners provided fee-based asset management services through LPL Financial. Hefty Wealth Partners’ principal owners are: David Hefty - Chief Executive Officer and Chief Compliance Officer; and Stacy Hefty - President.
- B. As discussed below, Hefty Wealth Partners offers to its clients (individuals, high net worth individuals, charitable organizations and business entities), asset management services on a discretionary wrap fee basis; and holistic financial planning and consulting services on an hourly or fixed-fee basis.

Asset Management Services – Hefty Wealth Portfolios Wrap Fee Program

Hefty Wealth Partners provides asset management services on a discretionary wrap fee basis in accordance with Hefty Wealth Partners’ wrap fee program (the “Program”). The services offered and the corresponding terms and conditions pertaining to the Program are discussed in the ADV Part 2A, Appendix 1, Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, Hefty Wealth Partners is able to offer participants discretionary asset management services for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. All prospective Program participants are encouraged to review and ask any questions about both this Brochure and the Wrap Fee Program Brochure before choosing to participate in the Program. Program accounts are established at LPL Financial, a FINRA and SIPC member broker-dealer/custodian (“LPL”). LPL is also an investment advisor registered with the SEC, but does not serve as an investment advisor for Hefty Wealth Partners’ clients through the Program.

Before engaging Hefty Wealth Partners to provide asset management services under the Program, clients are required to enter into an Asset Management Agreement with Hefty Wealth Partners 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.

Under the Program, Hefty Wealth Partners provides asset management services specific to the needs of each client. Before providing asset management services, an investment adviser representative will ascertain each client’s investment objective(s). Thereafter, Hefty Wealth Partners will allocate investment assets consistent with the designated investment objective(s). Hefty Wealth Partners primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, no load mutual funds, and/or exchange traded funds (“ETFs”). Once allocated, Hefty Wealth Partners provides ongoing monitoring and review of account performance, asset allocation and client investment objectives.

Please Note: As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Hefty Wealth Partners for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Financial Planning and Consulting Services

Financial planning and consulting helps clients to identify long-term financial goals intended to be achieved through investments, tax planning, asset allocation, risk management, retirement planning, and other areas. Hefty Wealth Partners provides holistic financial planning and consulting services, which focus upon a client's overall financial situation. Before engaging Hefty Wealth Partners to provide financial planning or consulting services, clients may be required to enter into a Financial Planning and Consulting Agreement with Hefty Wealth Partners setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client before Hefty Wealth Partners commencing services. If requested by the client, Hefty Wealth Partners may recommend the services of other professionals for implementation purposes, including Hefty Wealth Partners' representatives in their individual capacities as registered representatives of LPL. (See disclosure at Item 10 C). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Hefty Wealth Partners.

Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** Each client is advised that it remains the client's responsibility to promptly notify Hefty Wealth Partners if there is ever any change in client's financial situation or investment objectives for the purpose of reviewing/evaluating/revising Hefty Wealth Partners' previous recommendations and/or services.

Hefty Wealth Partners offers two basic forms of financial planning and consulting services: "Legacy for Life® Services," and "Stand-Alone Financial Consulting Services."

Legacy for Life® Services

Hefty Wealth Partners provides holistic financial planning and/or estate planning services to individual clients through its Legacy for Life® Program in which financial plans are updated as often as daily; but no less frequently than weekly, by downloading the client's various investment accounts into Hefty Wealth Partners' financial planning software. Depending on the scope of the engagement, areas covered through Legacy for Life® may include, but are not necessarily limited to: retirement planning, major purchase planning, education planning, estate planning, small business planning, risk management planning, corporate services, and consulting for non-for-profit organizations.

To initiate the Legacy for Life® engagement, Hefty Wealth Partners will meet with the client to determine the scope of services and financial planning topics to be covered. Once defined and agreed upon, the client and Hefty Wealth Partners will enter into a Legacy for Life® - Financial Planning Agreement. Hefty Wealth Partners will then prepare the client's base financial plan, which typically takes between 20 and 30 hours to develop, and which includes 2 or 3 meetings with the client spanning between 90 and 120 minutes each.

Once established, financial plans are reviewed at least quarterly to make sure circumstances have not changed and the plan is still appropriate based upon the client's individual investment goals.

Stand-Alone Financial Consulting Services

Hefty Wealth Partners may also provide financial planning and consulting services on a one-time-only basis. Topics covered as part of these services may include any particular issue of concern to the client as agreed to between the Client and Hefty Wealth Partners, which generally include retirement planning, major purchase planning, education planning, estate planning, small business planning, risk management planning, corporate services, consulting for non-for-profit organizations and estate settlement.

Miscellaneous

Non-Investment Consulting/Implementation Services. To the extent requested by the client, Hefty Wealth Partners may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither Hefty Wealth Partners, nor any of its representatives, serves as an attorney or accountant, and no portion of Hefty Wealth Partners' services should be construed as same. To the extent requested by a client, Hefty Wealth Partners may recommend the services of other professionals for certain non-investment and/or implementation purposes (i.e. attorneys, accountants, insurance, etc.), including certain of Hefty Wealth Partners' representatives in their separate licensed capacities as registered representatives of LPL as discussed in item 10C below. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Hefty Wealth Partners. Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Trade Error Policy

Hefty Wealth Partners has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of Hefty Wealth Partners to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and any loss resulting from the trade error will be absorbed by Hefty Wealth Partners if the error was caused by our Firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will remain in the client's account unless the same error involved other client account(s) that should also receive the gains and it is not permissible for all clients to retain the gain. Hefty Wealth Partners may also confer with clients to determine if the client should forego the gain (e.g., due to tax reasons). Hefty Wealth Partners and its supervised persons will never retain any portion of any gains made as a result of trade error corrections or profit in any way from trade errors. If the gain does not remain in the account and LPL is the custodian, LPL as the broker/dealer, will maintain gains that may result from correcting a trade error and in some instances may use such gains to offset overall losses LPL incurs from trading errors.

Cash Positions. 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), Hefty Wealth Partners may maintain cash positions for defensive purposes. All cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating Hefty Wealth Partners' advisory fee. Please Further Note: When the account is holding cash positions, those cash positions will be subject to the same fee schedule as set forth above for fixed income. Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective client may have regarding the above fee billing practice.

Client Obligations. In performing its services, Hefty Wealth Partners 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 that it remains his/her/its responsibility to promptly notify Hefty Wealth Partners if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Hefty Wealth Partners' previous recommendations and/or services.

Disclosure Statement. A copy of Hefty Wealth Partners' written Brochure as set forth on Part 2A, Part 2A Appendix 1 and Part 2B of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the applicable form of client agreement.

- C. Hefty Wealth Partners provides asset management services specific to the needs of each client. Before providing asset management services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Hefty Wealth Partners will allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on Hefty Wealth Partners' services.
- D. Hefty Wealth Partners only provides asset management services on a discretionary wrap fee basis. If a client determines to engage Hefty Wealth Partners on a wrap fee basis the client will pay a single fee for bundled services (i.e. asset management, brokerage, custody) (See Item 4.B). The services included in a wrap fee agreement will depend upon each client's particular need. When managing a client's account on a wrap fee basis, Hefty Wealth Partners shall receive as payment for its asset management services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.
- E. As of December 31, 2012, Hefty Wealth Partners maintained \$120,677,527 in client assets under management on a discretionary basis.

Item 5 – Fees and Compensation

- A. The client can engage Hefty Wealth Partners to provide discretionary asset management services on a wrap fee basis and/or financial planning and consulting services as described below.

Asset Management Services – Hefty Wealth Portfolios Wrap Fee Program

If a client determines to engage Hefty Wealth Partners to provide investment management services on a wrap fee basis in accordance with the Program, the services offered under, and the corresponding terms and conditions pertaining to the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants.

Under the Program, Hefty Wealth Partners is able to offer participants discretionary asset management services for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The negotiable annual Program fee is based upon a percentage (%) of the total market value and type of assets placed under Hefty Wealth Partners' management (generally between 0.50% and 2.00%), to be charged quarterly in advance, as follows:

<u>Market Value of Portfolio</u>	<u>Annual Fee %</u>
Total Assets equal to \$100,000 and below	2.00%
Total Assets between \$100,001 and \$500,000	1.85%
Total Assets between \$500,001 and \$1,000,000	1.50%
Total Assets between \$1,000,001 and \$5,000,000	1.25%
Total Assets between \$5,000,001 and \$10,000,000	0.85%
Total Assets exceeding \$10,000,000	0.50%

Please Note: As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Hefty Wealth Partners for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Financial Planning and Consulting Services

Legacy for Life® Services

Hefty Wealth Partners charges a negotiable flat fee for the preparation of the initial base plan, generally between \$5,000 and \$15,000, depending upon: the client's financial situation, complexity of services rendered and the scope of the topics covered in the plan. The initial base plan fee will be discussed with the client and incorporated into the Legacy for Life® - Financial Planning Agreement, which must be executed before Hefty Wealth Partners commences Legacy for Life® services. The initial base plan fee is due from the client upon conclusion of the third-phase meeting during which the initial findings, recommendations and initial base plan are presented to the client.

Once the initial base plan fee is paid, Hefty Wealth Partners does not charge for on-going Legacy for Life® services to clients who maintain at least \$250,000 under management through the Program. All other clients are charged an annual flat fee of \$1,200 to \$3,500 for the on-going Legacy for Life® services, which are pro-rated and billed semi-annually, in advance.

Stand-Alone Financial Consulting Services

Hefty Wealth Partners generally charges an hourly fee of \$150, billed in 15 minute increments, for stand-alone financial consulting services. This fee may be reduced or waived in Hefty Wealth Partners' sole discretion. This fee will be discussed with the client and incorporated into a Financial Consulting Services Agreement, which must be executed before Hefty Wealth Partners commences the services. The fee is due from the client within 30 days of the client's receipt of Hefty Wealth Partners' invoice.

- B. Clients may elect to have Hefty Wealth Partners' fees deducted from their custodial account. Both Hefty Wealth Partners' Asset Management Agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Hefty Wealth Partners' fee and to directly remit that fee to Hefty Wealth Partners in compliance with regulatory procedures. If Hefty Wealth Partners bills the client directly, payment is due within 30 days of receipt of the invoice. Hefty Wealth Partners shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Hefty Wealth Partners will generally recommend that LPL serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as LPL charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). Participants in the Program will not incur brokerage commissions and/or transaction fees in addition to the Program fees. Clients may also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees, IRA and qualified retirement plan fees, surrender charges and other fund expenses).
- D. Hefty Wealth Partners' annual Program fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. Hefty Wealth Partners generally requires a \$100,000 minimum asset level for asset management services, which Hefty Wealth Partners, in its sole discretion, may reduce based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). The respective Agreement between Hefty Wealth Partners and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the respective Agreement. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. .
- E. Securities Commission Transactions. In the event that the client desires, the client can engage Hefty Wealth Partners' representatives, in their individual capacities, as registered representatives of LPL, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through LPL, LPL will charge brokerage commissions to effect securities transactions, a portion of which commissions LPL shall pay to Hefty Wealth Partners' representatives, as applicable. The brokerage commissions charged by LPL may be higher or lower than those charged by other broker-dealers. In addition, LPL, as well as Hefty Wealth Partners' representatives, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.

1. **Conflict of Interest:** The recommendation that a client purchase a commission product from LPL presents a **material conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Hefty Wealth Partners' representatives. **Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**
2. **Please Note:** Clients may purchase investment products recommended by Hefty Wealth Partners through other, non-affiliated broker dealers or agents.
3. Hefty Wealth Partners does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products Hefty Wealth Partners recommends to its clients.
4. When Hefty Wealth Partners' representatives sell an investment product on a commission basis, Hefty Wealth Partners does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on a management fee basis, Hefty Wealth Partners' representatives do not also receive commission compensation for such advisory services (except for any ongoing 12b-1 trailing commission compensation that may be received as previously discussed). However, a client may engage Hefty Wealth Partners to provide asset management services on a management fee basis and separate from such management services purchase an investment product from Hefty Wealth Partners' representatives on a separate commission basis.

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

Neither Hefty Wealth Partners, nor any supervised person of Hefty Wealth Partners accepts performance passed fees.

Item 7 – Types of Clients

Hefty Wealth Partners' clients generally include individuals, high net worth individuals, charitable organizations and business entities. Hefty Wealth Partners generally requires a \$100,000 minimum asset level for asset management services, which Hefty Wealth Partners, in its sole discretion, may reduce based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

- A. Hefty Wealth Partners' primary method of security analysis is a blend of fundamental and technical analysis. Each form of analysis is described below:

Fundamental Analysis

This method attempts to measure a security's intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price to determine what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

Technical Analysis

This method attempts to measure a security's value by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Hefty Wealth Partners uses the following investment strategies when implementing investment advice given to clients:

Long Term Purchases

This refers to investments that are purchased with the intention of being held for at least one year.

Short Term Purchases

This refers to investments that are purchased with the intention of being sold within one year.

Option Writing

Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time. Option writing includes covered options, uncovered options, or spreading strategies.

Please Note: Investment Risk. Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Hefty Wealth Partners) will be profitable or equal any specific performance level(s).

- B. Hefty Wealth Partners' methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. In particular, clients face the following potential investment risks:

Market Risk: Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.

Equity (stock) market risk: Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

Company Risk: When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.

Fixed Income Risk: When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.

Options Risk: Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.

ETF and Mutual Fund Risk: When Hefty Wealth Partners invests in a an ETF or mutual fund, the client will bear additional expenses based on its pro-rata share of the ETFs or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients may also incur brokerage costs when purchasing ETFs if they do so outside of the Program.

Management Risk: Client investment success varies with the success and failure of Hefty Wealth Partners' strategies, research, analysis and determination of portfolio securities. If Hefty Wealth Partners' investment strategies do not produce the expected returns, the value of the investment will decrease.

- C. Hefty Wealth Partners primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, no load mutual funds, and/or ETFs.

Item 9 – Disciplinary Information

Hefty Wealth Partners has not been the subject of any disciplinary actions.

Item 10 – Other Financial Industry Activities and Affiliations

- A. Certain of Hefty Wealth Partners' management persons are registered representatives of LPL.
- B. Neither Hefty Wealth Partners, nor its representatives are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

C.

Licensed Insurance Agents

Certain of Hefty Wealth Partners' representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage those individuals, in an individual capacity, to effect insurance transactions on a commission basis.

Conflict of Interest: The recommendation by Hefty Wealth Partners' representatives, that a client purchase an insurance commission product presents a **material conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Hefty Wealth Partners' representatives. Clients are reminded that they may purchase insurance products recommended by Hefty Wealth Partners through other, non-affiliated insurance agents. **Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective may have regarding the above conflict of interest.**

Broker/Dealer

As indicated in Item 5 above, certain of Hefty Wealth Partners' representatives are registered representatives of LPL, a registered broker/dealer, member SIPC/FINRA. Clients can choose to engage representatives Hefty Wealth Partners, in their individual capacities, to effect securities brokerage transactions on a commission basis.

Conflict of Interest: The recommendation by Hefty Wealth Partners' representatives that a client purchase a securities commission product presents a **material conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any securities commission products from Hefty Wealth Partners' representatives. Clients are reminded that they may purchase securities commission products through other, non-affiliated registered representatives. Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective may have regarding the above conflict of interest.

- D. Hefty Wealth Partners does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

- A. Hefty Wealth Partners maintains an investment policy relative to personal securities transactions. This investment policy is part of Hefty Wealth Partners' overall Code of Ethics, which serves to establish a standard of business conduct for all of Hefty Wealth Partners' 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, Hefty Wealth Partners also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Hefty Wealth Partners or any person associated with Hefty Wealth Partners.

- B. Neither Hefty Wealth Partners nor any related person of Hefty Wealth Partners recommends, buys, or sells for client accounts, securities in which Hefty Wealth Partners or any related person of Hefty Wealth Partners has a material financial interest.
- C. Hefty Wealth Partners and/or representatives of Hefty Wealth Partners may buy or sell securities that are also recommended to clients. This practice may create a situation where Hefty Wealth Partners and/or representatives of Hefty Wealth Partners are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential 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 Hefty Wealth Partners 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 Hefty Wealth Partners' clients) and other potentially abusive practices.

Hefty Wealth Partners has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Hefty Wealth Partners' "Access Persons". Hefty Wealth Partners' securities transaction policy requires that Access Person of Hefty Wealth Partners must provide the Chief Compliance Officer or his/her designee with a written report of the 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 Hefty Wealth Partners selects; provided, however that at any time that Hefty Wealth Partners has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Hefty Wealth Partners and/or representatives of Hefty Wealth Partners may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Hefty Wealth Partners and/or representatives of Hefty Wealth Partners are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11 C, Hefty Wealth Partners has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Hefty Wealth Partners' Access Persons.

Item 12 – Brokerage Practices

- A. In the event that the client requests that Hefty Wealth Partners recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Hefty Wealth Partners to use a specific broker-dealer/custodian), Hefty Wealth Partners generally recommends that investment advisory accounts be maintained at LPL. Prior to engaging Hefty Wealth Partners to provide investment management services, the client will be required to enter into a formal Agreement with Hefty Wealth Partners setting forth the terms and conditions under which Hefty Wealth Partners shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Hefty Wealth Partners considers in recommending LPL (or any other broker-dealer/custodian to clients) include historical relationship with Hefty Wealth Partners, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Hefty Wealth Partners' clients shall comply with Hefty Wealth Partners' duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Hefty Wealth Partners determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. 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 services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Hefty Wealth Partners will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Hefty Wealth Partners' investment advisory fee. Hefty Wealth Partners' best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

Certain representatives of Hefty Wealth Partners are registered representatives of LPL and are required to use the services of LPL when acting in their capacity as registered representatives. LPL has a wide range of approved securities products for which LPL performs due diligence before selection. LPL's registered representatives are required to adhere to these products when implementing securities transactions through LPL. Commissions charged for these products may be higher or lower than commissions clients may be able to obtain if transactions were implemented through another broker/dealer. Because the investment advisor representatives of Hefty Wealth Partners are also registered representatives of LPL, LPL provides compliance support to Hefty Wealth Partners' supervised persons. In addition to compliance support, LPL also provides the supervised persons of Hefty Wealth Partners, and therefore Hefty Wealth Partners, with back-office operational, technology, and other administrative support.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Hefty Wealth Partners may receive from LPL (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Hefty Wealth Partners to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Hefty Wealth Partners may 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, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Hefty Wealth Partners in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Hefty Wealth Partners in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Hefty Wealth Partners to manage and further develop its business enterprise.

Hefty Wealth Partners' clients do not pay more for investment transactions effected and/or assets maintained at LPL as a result of this arrangement. There is no corresponding commitment made by Hefty Wealth Partners to LPL or any other 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.

Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

2. Hefty Wealth Partners does not receive referrals from broker-dealers.
3. Hefty Wealth Partners does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Hefty Wealth Partners 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 Hefty Wealth Partners. As a result, 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 Hefty Wealth Partners 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 Hefty Wealth Partners.

- B. To the extent that Hefty Wealth Partners provides investment advisory services to its clients, the transactions for each client account generally will be effected independently, unless Hefty Wealth Partners decides to purchase or sell the same securities for several clients at approximately the same time. Hefty Wealth Partners may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Hefty Wealth Partners' clients differences in prices and commissions or other transaction costs that might have been obtained 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. Hefty Wealth Partners shall not receive any additional compensation or remuneration as a result of such aggregation. Clients wishing to implement Hefty Wealth Partners' advice are free to select any broker they wish and are so informed. If clients wish to have Hefty Wealth Partners' investment advisor representatives implement the advice in their capacity as registered representative, LPL will be used.

Not all investment advisors require the use of a particular broker/dealer. Some investment advisors allow their clients to establish managed accounts at any broker/dealer of the client's own choosing. Because of our affiliation with LPL Financial and subsequent LPL Financial policies, we require the use of LPL Financial when opening an account through the Hefty Wealth Portfolios program. Hefty Wealth Partners does not have any verbal or written agreements whereby it receives soft dollars from a broker/dealer firm. Hefty Wealth Partners does not pay for any research received from LPL or any other broker/dealer.

Item 13 – Review of Accounts

- A. For those clients who engage in the Program, Hefty Wealth Partners' representatives conduct account reviews on an ongoing basis. All clients are advised that it remains their responsibility to advise Hefty Wealth Partners of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Hefty Wealth Partners on an annual basis.
- B. Hefty Wealth Partners may conduct account reviews on an-other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. During any month that there is activity in a Hefty Wealth Portfolios managed account (and no less frequently than quarterly); the client receives an account statement, from LPL, showing account activity as well as positions held in the account at month end. Additionally, the client receives a confirmation of each transaction that occurs within the account unless the transaction is the result of a systematic purchase, redemption or exchange. The client will also receive from LPL a detailed quarterly report showing performance, positions, and activity. All account data and statements are also available on-line through the account view portal through LPL. In addition, Hefty Wealth Partners may provide newsletters covering general financial planning and investment topics.

Item 14 – Client Referrals and Other Compensation

- A. As referenced in Item 12 above, Hefty Wealth Partners may receive an indirect economic benefit, support services and/or products from LPL or other broker dealers. Hefty Wealth Partners' clients do not pay more for investment transactions effected and/or assets maintained at LPL as a result of this arrangement. There is no corresponding commitment made by Hefty Wealth Partners to LPL or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

- B. Hefty Wealth Partners does not compensate, directly or indirectly, any person, other than its representatives, for client referrals.

Item 15 – Custody

Hefty Wealth Partners shall have the ability to have its fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Hefty Wealth Partners may also provide a written periodic report summarizing account activity and performance.

Please Note: To the extent that Hefty Wealth Partners provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Hefty Wealth Partners with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Hefty Wealth Partners' advisory fee calculation.

Item 16 – Investment Discretion

Through the Hefty Wealth Portfolios program and upon receiving written authorization from a client, Hefty Wealth Partners will maintain trading authorization over client accounts. Upon receiving written authorization from the client, Hefty Wealth Partners may implement trades on a discretionary basis. When discretionary authority is granted, Hefty Wealth Partners will have the authority to determine the type of securities and the amount of securities that can be bought or sold for the client's portfolio without obtaining the client's consent for each transaction. However, it is the policy of Hefty Wealth Partners to consult with the client before making significant changes in the account even when discretionary trading authority is granted by the client.

All clients have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. Clients may also place reasonable limitations on the discretionary power granted to our Firm so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Item 17 – Voting Client Securities

- A. Hefty Wealth Partners does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Hefty Wealth Partners to discuss any questions they may have with a particular solicitation.

Item 18 – Financial Information

- A. Hefty Wealth Partners does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Hefty Wealth Partners is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Hefty Wealth Partners has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Hefty Wealth Partners' Chief Compliance Officer, David Hefty, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.