



OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC

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February 9, 2014

Item 1 – Cover page

This Brochure provides information about the qualifications and business practices of OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. If the Client have any questions about the contents of this Brochure, please contact us at 703-847-0965 or wes@optifour.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.

OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, is an SEC Registered Investment Advisory whose principal place of business is located in the Commonwealth of Virginia. Registration of an Investment Advisor does not imply any level of skill or training. The oral and written communications of an Advisor provide the Client with information about which the Client determine to hire or retain an Advisor.

Additional information about OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, is also available on the SEC’s web site at www.advisorinfo.sec.gov. The SEC’s web site also provides information about any persons affiliated with OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, who are registered as Investment Advisor Representatives of OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. Our Brochure may be requested by contacting Weston D. Burnett at 703-847-0965 or wes@optifour.com. Our Brochure is also available free of charge on our web site, www.optifour.com. There is no charge for providing the Client a copy of updated brochure.

Item 2 – Material Changes

The specific material changes that are made to the Brochure are primarily to report: (1) to remove any references to our prior broker-dealer, Cetera Advisors LLC, including any references to commissions and trails; and (2) to set forth terms for OPTIFOUR Accommodation, Householding and Trustee agreements.

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Ryan R. Berges has no additional compensation to disclose.

Supervision

Ryan R. Berges is supervised by the two principals of the firm, I. Mark Cohen and Weston D. Burnett. Each Comprehensive Financial Plan or Investment Policy Statement is reviewed by those supervisors and the Client with an implementation plan that the Client reviews and approves or otherwise directs actions on. Client signatures are required for opening all accounts. He does not exercise discretionary trading authority over any Client accounts.

Tanya M. Blakely

Educational Background and Business Experience

Tanya M. Blakely was born on January 11, 1980. Her educational background consists of a Bachelor of International Business from University of Wuerzburg in 2004.

Tanya M. Blakely is an Investment Advisory Representative for OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. From 2004-2005, she was a Customer Satisfaction Account Manager at Bank of America in Hunt Valley, MD. She was promoted within her role to service Bank of America’s high net worth Merrill Lynch clients within the first year. This led to an opportunity to work for Merrill Lynch, in Jacksonville Florida as a Mutual Funds/Money Market Analyst from 2005-2006. She returned to Maryland the following year to begin her career at Morgan Stanley, where she helped migrate Equity CCP, ISG Operations from New York to Baltimore, and assisted in establishing two functional teams, “Fails and Booking” from 2006-2010. In 2011, she began working for her first RIA as an Investment Operations Manager for Baltimore-Washington Financial Advisors, in Columbia, MD, until January 2015.

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the Client’s evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Other Business Activities

Tanya M. Blakely is not currently involved in any other outside business activities.

Additional Compensation

Tanya M. Blakely has no additional compensation to disclose.

Supervision

Tanya M. Blakely is supervised by both the principals of the firm, I. Mark Cohen and Weston D. Burnett. Each Comprehensive Financial Plan or Investment Policy Statement is reviewed by those supervisors and the Client with an implementation plan that the Client reviews and approves or otherwise directs actions on. Client signatures are required for opening all accounts. She does not exercise discretionary trading authority over any Client accounts.

Level in June 2008.

Lawrence D. Solomon is an Investment Advisory Representative for OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. From 2012 to June 2013, he was a Registered Representative with FINRA Series 7 licenses with Cetera Advisors LLC. Before that he was a licensed representative for Pacific West Securities, Inc., 555 South Renton Village, Renton, Washington 98057. From February 2006 to May 2007, he was Director of Financial and Investment Planning at Strategic Financial Associates, LLC, a Division of NYLIFE Securities and New York Life Insurance Company in Rockville, Maryland. From May 2005 to February 2006, he was the Private Wealth Advisor at Merrill Lynch Private Bank in Washington D.C. From December 2000 to May 2005, he was the Investment Research and Analysis Manager at Nationwide Financial in Columbus, Ohio. From January 1996 to December 2000, he was the Statistical Editor for The No-Load Fund Investor in Irvington, New York.

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the Client’s evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Other Business Activities

Lawrence D. Solomon is a member of the GLG Financial Services Council and is a subject-matter expert on asset allocation, financial planning, investment research software, and capital markets research related to the securities industry.

Additional Compensation

Lawrence D. Solomon receives an honorarium of \$300 per hour for consulting services as a member of the GLG Financial Services Councils and a subject-matter expert.

Supervision

Lawrence D. Solomon is supervised by both the principals of the firm, I. Mark Cohen and Weston D. Burnett. Each Comprehensive Financial Plan or Investment Policy Statement is reviewed by those supervisors and the Client with an implementation plan that the Client reviews and approves or otherwise directs actions on. Client signatures are required for opening all accounts. He does not exercise discretionary trading authority over any Client accounts.

Ryan R. Berges

Educational Background and Business Experience

Ryan R. Berges was born August 3, 1971. His educational background includes a Bachelor’s degree from Oklahoma Christian University 1993, graduating Magna Cum Laude with a major in Speech Communications Pre-Law and a minor in finance.

Ryan R. Berges is an Investment Advisory Representative for OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. From 2012 to June 2013, he was a Registered Representative with FINRA Series 7 licenses with Cetera Advisors LLC. Before that, he was a licensed representative from September 2011 to 2012 for Pacific West Securities, Inc., 555 South Renton Village, Renton, Washington 98057. Mr. Berges has been employed by OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, since September 2011. From July 1993 to July 2011 he was employed by F.I.G. Financial Advisory Services, Inc. of Edmond Oklahoma, first as a Data Management Specialist, then as Director of Operations, then as Vice President. Mr. Berges passed his FINRA Series 6 exam in 1993. His securities license was carried with Financial Network Investment Corporation from 1993 – 2003, then with Rydex Financial Services from 2003 – 2009, then with Ceros Financial Services from 2009 – 2011. Ryan passed the FINRA Series 7 General Securities exam in June 2011.

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the Client’s evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Other Business Activities

Ryan R. Berges has no other business activities to disclose.

Additional Compensation

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I. Mark Cohen receives a salary from Cohen & Burnett, P.C.

Supervision

I. Mark Cohen is supervised by the other principal of the firm, Weston D. Burnett. Each Comprehensive Financial Plan or Investment Policy Statement is reviewed by those principals and any securities purchased or accounts opened are reviewed by the principals. When serving as a trustee under Cohen & Burnett, P.C., of a trust that maintains securities accounts through OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, he exercises discretionary trading authority over the trust accounts. For other Clients he may exercise, when authorized by the Client, the discretion to terminate a third-party money manager for a separately managed account.

Weston D. Burnett, J.D., LL.M, CFP®

Educational Background and Business Experience

Weston D. Burnett was born February 10, 1950. His educational background consists of a Bachelor’s degree from Vanderbilt University in 1972 in Nashville, Tennessee, a Juris Doctor degree with Honors from George Washington University in 1975 in Washington, D.C., and a Master’s of Law degree with Highest Honors in International and Comparative Law from the George Washington University in Washington, DC.

Weston D. Burnett’s business background consists of a 50% ownership interest in OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, previously known as Legacy Analytics, LLC, until 2008 and Navigator Wealth Management, LLC, from 2008 to 2012. In addition, he has been a Certified Financial Planner® since September 2003. From 1975 to 2000, he was an officer in the Judge Advocate General’s Corps of the U.S. Navy. From 2001 to the present, he has been an Investment Advisory Representative (IAR) for OPTIFOUR INTEGRATED WEALTH MANAGEMENT, a Registered Investment Advisor (RIA). From 2004 to the present, he has been licensed to sell life insurance in the Commonwealth of Virginia. From July 2000 to the present, he has been a shareholder and principal of the law firm of Cohen & Burnett, P.C. From 2012 to June 2013, he was a Registered Representative with FINRA Series 7 licenses with Cetera Advisors LLC. Before that he was a licensed representative for Pacific West Securities, Inc., 555 South Renton Village, Renton, Washington 98057, and before that H Beck, Inc., 11140 Rockville Pike Floor 4, Rockville, Maryland 20852.

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the Client’s evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Other Business Activities

Weston D. Burnett is an attorney licensed to practice law in Virginia, Maryland and the District of Columbia. He is a managing shareholder of the law firm of Cohen & Burnett, P.C. He spends about 50% of his time at his law and tax practice. Although there is some overlap in Clientele with OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, there is no requirement that a Client of OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, engages him for legal or tax work. The law firm is kept separate from OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. He serves as a member of both the George Washington University Law School Board of Advisors and the Board of Trustees of George Washington University. He is a member of the Finance Committee of the Cosmos Club in Washington, D.C.

Additional Compensation

Weston D. Burnett receives a salary from Cohen & Burnett, P.C.

Supervision

Weston D. Burnett is supervised by the other principal of the firm, I. Mark Cohen. Each Comprehensive Financial Plan or Investment Policy Statement is reviewed by those principals and any securities purchased or accounts opened are reviewed by the principals and the broker-dealer. When serving as a trustee under Cohen & Burnett, P.C., of a trust that maintains securities accounts through OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, he exercises discretionary trading authority over the trust accounts. For other Clients he may exercise, when authorized by the Client, the discretion to terminate a third-party money manager for a separately managed account.

Lawrence D. Solomon, MBA, CFP®

Educational Background and Business Experience

Lawrence D. Solomon was born on October 31, 1966. His education consists of a Bachelor of Arts in Economics from SUNY Albany in 1989 in Albany, New York, and a Master of Business Administration from Lehigh University in October 1992 in Bethlehem, Pennsylvania. He completed the Certified Financial Planner Professional Education Program in October 2001, passed the CFP Exam in March 2002, and has been a Certified Financial Planner® since May 2002. He has a Certificate in Investment Performance Measurement (CIPM). He is an Expert Level Candidate, and he passed the Principals

Item 18 – Financial Information

Registered Investment Advisors are required in this Item to provide the Client with certain financial information or disclosures about OPTIFOUR’s financial condition. OPTIFOUR has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients, and has not been the subject of a bankruptcy proceeding. Aside from retainers paid for a Comprehensive Financial Plan or Investment Policy Statement, OPTIFOUR does not require or receive prepayment of any fees.

Item 19 – Requirements for State-Registered Advisors

OPTIFOUR is registered with the SEC.

Item 20 – Brochure Supplement

This Brochure Supplement provides information about I. Mark Cohen, Weston D. Burnett, Lawrence D. Solomon, Ryan Berges, and Kammie Bingham that supplements the OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, Brochure. The Client should have received a copy of that Brochure. Please contact Weston D. Burnett at 703-847-0965 or wes@optifour.com if the Client did not receive OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC’s Brochure or if the Client have any questions about the contents of this supplement.

Additional information about I. Mark Cohen, Weston D. Burnett, Lawrence D. Solomon, Ryan Berges, and Kammie Bingham is available on the SEC’s website at www.adviserinfo.sec.gov.

I. Mark Cohen, J.D., LL.M, CFP®

Educational Background and Business Experience

I. Mark Cohen was born May 1, 1957. His educational background consists of a Bachelor’s degree from California State University in 1979 in Long, Beach California, a Juris Doctor degree from University of Arizona College of Law in 1984 in Tucson, Arizona, and a Master’s of Law degree in Tax in 1989 from the College of William & Mary Marshall Wythe School of Law in Williamsburg, Virginia.

I. Mark Cohen’s business background consists of a 50% ownership interest in OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, which he originally formed in September 1996 under the name Legacy Analytics, LLC, until 2008 and later Navigator Wealth Management, LLC, from 2008 to 2012. In addition, he has been a Certified Financial Planner® since January 2000. From 1998 to the present, he has been an Investment Advisory Representative for OPTIFOUR INTEGRATED WEALTH MANAGEMENT. From 1997 to the present, he has been licensed to sell insurance in the Commonwealth of Virginia. From January 1991 to the present, he has been a shareholder and principal of the law firm of Cohen & Burnett P.C., previously known as I. Mark Cohen and Associates. From March 2012 to June 2013, he was a Registered Representative with Cetera Advisors LLC. Before that he was a licensed representative for Pacific West Securities, Inc., 555 South Renton Village, Renton, Washington 98057, and before that H Beck, Inc., 11140 Rockville Pike Floor 4, Rockville, Maryland 20852. From October 1989 to December 1991, he worked for the law firm of Adams, Porter and Radigan. From January 1988 to September 1989, he worked for the CPA firm, Goodman & Company. From November 1984 to December 1987, he was a lieutenant in the Judge Advocate General’s Corps in the U.S. Navy.

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the Client’s evaluation of each supervised person providing investment advice. No information is applicable to this Item.

Other Business Activities

I. Mark Cohen is an attorney licensed to practice law in Virginia and Arizona. He is a managing shareholder of the law firm of Cohen & Burnett, P.C. He spends about 50% of his time at his law and tax practice. Although there is some overlap in Clientele with OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, there is no requirement that a Client of OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, engages him for legal or tax work. The law firm is kept separate from OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC. He serves on the Potomac River Conservancy as a Director.

Additional Compensation

Item 4 – Advisory Business

- A. OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, hereinafter referred to as “OPTIFOUR” or “Advisor” offers Investment Advisory services. The Principal Owners are I. Mark Cohen and Weston D. Burnett, each of which owns 50% of the Company. From 1996 to 2008, OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, was known as LEGACY ANALYTICS, LLC and from 2008 to 2012 was known as NAVIGATOR WEALTH MANAGEMENT, LLC.
- B. The calculation of assets under management, \$247,571,000 was done as of December 31, 2014. of which \$86,794,000.00 was managed on a discretionary basis for trust accounts and separately managed accounts. OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, recommends third-party money managers that will manage an account on a discretionary basis. In select accounts where an officer of Cohen & Burnett, P.C., is both a trustee of a trust that maintains an account(s) at OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, and that officer is also an Investment Advisory Representative of OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, the officer is deemed to exercise discretion and those accounts are subject to the annual surprise audit under SEC Rule 206(4)-2.
- C. All Clients may impose restrictions on investing in certain securities or certain types of securities. All Clients have the option to purchase investment products that OPTIFOUR recommends through other broker-dealers or agents that are not affiliated with OPTIFOUR.
- D. OPTIFOUR has four general categories of Investment Clients:
 - 1. Full-Service Clients
 - a. Comprehensive Financial Plan
 - b. Investment Policy Statement
 - 2. Investment-Services-Only Clients
 - 3. Financial-Planning-Only Clients
 - 4. Accommodation Services Clients
 - 5. Trustee Services Clients

E. Full-Service Clients

For Full-Service Clients, Advisor provides a Comprehensive Financial Plan and Ongoing Investment Advisory Services to its Clients. Alternatively, a Client may also choose an Investment Policy Statement in lieu of a Comprehensive Financial Plan. Advisor analyzes the Client’s economic position, constraints and goals, and recommends financial strategies that sometimes include the repositioning of investments when Advisor believes it is in the best interest of the Client. The minimum assets under management for a new Full-Service Client is normally \$700,000.

- 1. Comprehensive Financial Plan. OPTIFOUR studies and analyzes the Client’s overall financial situation, including income, cash flow and expenses, investments, insurance, estate planning, risk management, debts, liquidity, taxes, health, debt, family obligations, charity, gifting, retirement, values, goals, objectives, and time horizon. The analysis will result in a set of recommended strategies spanning the above considerations (together with Advisor’s ranking of those strategies) allowing the Client to choose what to implement and with which investment firm(s). The result is a portfolio recommendation that has been statistically modeled using Monte Carlo simulation and other techniques to best accomplish the Client’s financial and life goals.
- 2. Investment Policy Statement. Investment Policy Statement includes a review of current portfolio holdings, asset allocation, and historical performance of the current investments and their corresponding asset classes and investment recommendations going forward. The analysis may also include a range of possible investment allocations based on the Client’s risk tolerance and objectives with forecasted risk and return metrics for each scenario. The Client direct how OPTIFOUR is to implement the recommended allocations. The Investment Policy Statement does not include Monte Carlo simulations or other techniques to assess the probability of success or the feasibility of the Client’s goals going forward.
- 3. Ongoing Investment Advisory Services. OPTIFOUR will, on a continuing and/or periodic basis, advise the Client regarding the purchase and sale of securities. Advisor is available to the Client for consultation concerning analyses performed by OPTIFOUR and the investment portfolios that OPTIFOUR manages on the Client’s behalf. In addition, OPTIFOUR provides:

- a. Periodic reports regarding the investment portfolios that we manage on the Client’s behalf, summarizing their values, transactions, and performance, annually and quarterly;
 - b. Reviews of the performance of the Client’s investment portfolios that we manage on the Client’s behalf, at the Client’s request. (OPTIFOUR recommends updates of the Client’s financial plan as the Client’s life circumstances change and currently charges up to \$5,000 for that service);
 - c. Seminars and other opportunities for the Client to learn about changes in the economy, tax law, investments, and other public information that might affect the Client’s financial situation;
 - d. Information on changes in tax regulations and other laws that can significantly impact the Client’s financial position and investment strategy; and
 - e. Consultation on specific issues not falling within the purview of the above.
 4. Our advice, as part of this engagement, is not to be construed as legal, tax, or accounting advice. OPTIFOUR does not prepare legal, tax, or accounting documents. Nevertheless, if the Client chooses to retain the law firm of Cohen & Burnett, P.C., to prepare the Client’s federal and state income tax returns and to periodically update the Client’s existing estate planning legal documents, OPTIFOUR will pay \$2,400 each calendar year to Cohen & Burnett, P.C., for such engagement at no additional cost to the Client, provided the Client remain in good standing with OPTIFOUR throughout the period to which the legal engagement applies. If the Client’s legal or tax fees exceed that amount, the Client will be advised of that fact in order to enter into a separate billing arrangement with Cohen & Burnett, P.C.
 5. Termination:
 - a. Five-Day Right-to-Cancel. If within five (5) business days from the date of the Client’s signed agreement with OPTIFOUR, either the Client or OPTIFOUR, for any reason, with or without cause, wish to terminate the Agreement, the Client (or OPTIFOUR) may do so unilaterally, in writing, and OPTIFOUR will fully refund any compensation paid relative to services provided under this Agreement.
 - b. Thirty-Days’ Notice. Thereafter, the agreement may not be terminated unilaterally by either party for one-year from the date of execution of the Agreement. Any time after that one-year period, the Agreement may be terminated by either party upon thirty (30) days’ written notice by certified or registered mail to the last known address of the other party. OPTIFOUR will retain all commissions received without rebate or refund and will retain all fees paid for services already rendered. OPTIFOUR will bill the Client for services rendered up through the expiration of the 30-days’ notice. The Client will be responsible for making arrangements to move the Client’s accounts within the 30-day-termination period to the Client’s new advisor or brokerage firm. The Client must either move all the Client’s accounts away from OPTIFOUR or switch them to non-fiduciary accounts with each custodian within the 30-day-termination period. Otherwise, the termination letter will be deemed revoked and this agreement will reinstate as if it was never terminated.
 - c. No Refund. No refund will be made of compensation paid as a result of the implementation of recommendations by OPTIFOUR, our employees, agents or representatives, or affiliated employees, except as required by law or regulation.
- F. Investment-Services-Only Clients
1. Investment-Services-Only Clients engage OPTIFOUR to provide them with investment advice for select investment holdings only. The Client directs how OPTIFOUR is to maintain the portfolio allocations. There are no actuarial projections and no forward testing is done to determine whether the Client’s allocations will accomplish the Client’s life and financial goals.
 2. Ongoing Investment Advisory Services. OPTIFOUR agrees to be available to the Client for consultation concerning the Client’s investment portfolios:
 - a. Annual reviews of the performance of the Client’s investment accounts that OPTIFOUR assisted the Client in investing;
 - b. Special reviews upon the Client’s request billed at an hourly rate for the time OPTIFOUR spends according to our hourly rate schedule then in effect;
 - c. Seminars and other opportunities for the Client to learn about changes in the economy, tax law, investments, and other public information that might affect the Client’s financial situation; and
 - d. OPTIFOUR is not responsible for any legal or tax services.
 3. Termination:

Item 13 – Review of Accounts

- A. Client reviews are suggested and performed by OPTIFOUR on a periodic basis, typically annually. Clients may request other reviews as their personal circumstances dictate. The suggestion for review is triggered by the firm’s annual review letter, economic and life changes for the Client, or by Client request. Reviews include examinations of Client financial situation and are conducted by the analytical staff of OPTIFOUR and reviewed by Weston D. Burnett or I. Mark Cohen.
- B. Advisor provides Clients with on-line access to certain information on their investment account records as provided and maintained by various investment providers. Clients receive quarterly reports from Advisor and/or associated companies involved with investing OPTIFOUR Client assets. Reports generated by OPTIFOUR are based on information gathered from both the investment sources and the Clients.

Item 14 – Client Referrals and Other Compensation

OPTIFOUR has not entered into an agreement with any broker dealer on client referrals or other compensation.

Item 15 – Custody

- A. Clients receive at least quarterly statements from Fidelity, Schwab, banks or other qualified custodian that holds and maintains Client’s investment assets. OPTIFOUR urges Clients to carefully review such statements and compare such official custodial records to the account statements that OPTIFOUR may provide to the Client. Statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.
- B. OPTIFOUR does not have custody of any Client assets generally, with one exception being that Clients have directed OPTIFOUR to deduct its quarterly fees from their investment accounts as documented in the quarterly report sent to Clients. In a small number of cases, an officer of the law firm of Cohen & Burnett, P.C., a related company to OPTIFOUR, serves as trustee of securities accounts maintained by OPTIFOUR. In those instances, OPTIFOUR is deemed to have custody of the funds as the trustee has signature authority over the securities accounts maintained by OPTIFOUR. Such accounts are subject to the SEC annual surprise audit requirements under SEC Rule 206(4)-2.

Item 16 – Investment Discretion

- A. OPTIFOUR recommends that Clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment managers (“Independent Managers”), based on the stated investment objectives of the Client. The terms and conditions under which the Client engages the Independent Managers are set forth in a separate written agreement between OPTIFOUR or the Client and the designated Independent Managers. OPTIFOUR renders services to the Client relative to the discretionary selection of Independent Managers. OPTIFOUR also monitors and reviews the account performance and the Client’s investment objectives. When selecting an Independent Manager for a Client, OPTIFOUR reviews information about the Independent Manager such as its disclosure brochure and other material supplied by the Independent Manager or independent third parties for a description of the Independent Manager’s investment strategies, past performance and risk results to the extent available. Factors that OPTIFOUR considers in recommending an Independent Manager include the Client’s stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing and research.
- B. Aside from active discretionary management by independent investment managers, OPTIFOUR and its OPTIFOUR-related persons do not have authority, to determine, without obtaining specific Client consent, the broker-dealer used for securities bought or sold or commission rates paid. However, OPTIFOUR, places neither conditions nor restrictions on the Client’s choice of broker-dealer.
- C. Client investment guidelines and restrictions must be provided to OPTIFOUR, in writing.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, OPTIFOUR does not have any authority to, and does not, vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. OPTIFOUR may provide advice to Clients regarding the Clients’ voting of proxies.

www.lessonstomychildren.com, and have been interviewed about the book on television and radio, and by book reviewers or other writers.

Item 11 – Code of Ethics

- A. OPTIFOUR, as RIA, and all Investment Advisory Representatives (IARs) of the firm, are fiduciaries and have the responsibility to provide professional judgment, ongoing and unbiased investment advice, and proper care when dealing with their Clients. As fiduciaries, OPTIFOUR and its IARs, recognize that their Clients deserve a duty of honesty and fair dealing and that their interests come first. OPTIFOUR and its IARs must at all times put the best interests of the Clients ahead of their own interests; in all personal securities transactions, any actual or potential conflicts of interest must be avoided. At all times, the Advisor’s position of trust and responsibility must not be abused. Information concerning a Client’s security holdings, financial characteristics and personal information, is confidential and will be protected and guarded. IARs will not take inappropriate advantage of their positions.
- B. OPTIFOUR has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its Clients. The Code of Ethics includes provisions relating to conflicts of interest, confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at OPTIFOUR must acknowledge the terms of the Code of Ethics annually, or as amended. Adherence to this Code is a condition of each employee’s employment. A copy of our Code of Ethics is available upon request by any Client, by requesting it from Weston D. Burnett.
- C. OPTIFOUR will not affect any principal or agency cross-securities transactions for Client accounts. OPTIFOUR will also not do cross trades between Client accounts.

Item 12 – Brokerage Practices

- A. For equity and other securities transactions, commissions may be charged that are higher or lower than those charged at other broker-dealers. OPTIFOUR does not receive referrals from the broker-dealer. OPTIFOUR does not do trade aggregation. All Clients have the option to purchase investment products that OPTIFOUR recommends through other broker-dealers or agents that are not affiliated with OPTIFOUR.
- C. With respect to specific securities, OPTIFOUR’s due diligence process may include visits to the fund managers’ offices, or other meetings to check or review the investments. Such visits, if they involve travel, may include payments by the sponsor of the investment product for travel, lodging and meals for such a visit.
- D. Client accounts are typically custodied at Schwab Institutional or Fidelity. Schwab Institutional and Fidelity provide access to their Institutional RIA platforms which are called Schwab Advisor Center and Fidelity WealthCentral, respectively. Further, they provide OPTIFOUR with duplicate confirmations and statements. OPTIFOUR has no soft dollar arrangements with any firm. Fidelity and Schwab Institutional may on occasion host events to which members of OPTIFOUR may be invited for information purposes. On occasion, OPTIFOUR has hosted Client gatherings. Fidelity and Schwab Institutional may be asked to help pay for the bill to vendors that arises out of the gathering. Typically, that cost has not been more than about \$5,000 per firm.
- E. With respect to one third-party manager, Manning & Napier, OPTIFOUR has negotiated lower fees for separately managed accounts for Clients for accounts over certain dollar amounts. Manning & Napier will provide special reports (e.g., objective setting, asset and sector allocation, statistical measurement, historical market studies, risk measurement) upon request for a current or prospective Client. Manning & Napier does not pay OPTIFOUR any fees other than those directed by Clients for their individual accounts with one exception. On occasion, OPTIFOUR has hosted Client gatherings with market specialists from Manning & Napier and other firms. They are asked to help pay for the bill to vendors that arises out of the meeting. Typically, that cost has not been more than about \$5,000 per sponsor firm.

- a. Five-Day Right-to-Cancel. If within five (5) business days from the date of the Client’s signed agreement with OPTIFOUR, either the Client or OPTIFOUR, for any reason, with or without cause, wish to terminate the Agreement, the Client (or OPTIFOUR) may do so unilaterally, in writing, and OPTIFOUR will fully refund of any compensation paid relative to services provided under this Agreement.
- b. Thirty Days’ Notice. Thirty-Days’ Notice. Thereafter, the agreement may not be terminated unilaterally by either party for one-year from the date of execution of the Agreement. Any time after that one-year period, the Agreement may be terminated by either party upon thirty (30) days’ written notice by certified or registered mail to the last known address of the other party. OPTIFOUR will retain all commissions received without rebate or refund and will retain all fees paid for services already rendered. OPTIFOUR will bill the Client for services rendered up through the expiration of the 30-days’ notice. The Client will be responsible for making arrangements to move the Client’s accounts within the 30-day-termination period to the Client’s new advisor or brokerage firm. The Client must either move all the Client’s accounts away from OptiFour or switch them to non-fiduciary accounts with each custodian, within the 30-day-termination period. Otherwise the termination letter will be deemed revoked and this agreement will reinstate as if it was never terminated.
- c. No Refund. No refund will be made of compensation paid as a result of the implementation of recommendations by OPTIFOUR, our employees, agents or representatives, or affiliated employees, except as required by law or regulation.

G. Financial-Planning-Only Clients. Clients may seek only to have a financial plan.

H. Accommodation-Services Clients.

In rare cases OPTIFOUR may have a Client who does not seek full-service, investment-services or financial-planning services. They may seek only to have a securities account as an accommodation with OPTIFOUR, in which essential services are provided to the client upon request but no investment advisory services.

I. Trustee-Services Clients.

In rare cases OPTIFOUR may enter into an agreement with Trustee(s) of Cohen & Burnett, P.C. to provide investment advisory services.

Item 5 – Fees and Compensation

OPTIFOUR INTEGRATED WEALTH MANAGEMENT, LLC, offers advisory services for (1) a percentage of assets under management for most Clients, (2) in select cases on an hourly basis, (3) fixed fees for financial plans. and (4) as trustee.

A. Full-Service Client Fees

1. Comprehensive Financial Plan: Flat Fee \$7,500 (N.B. fee is \$5,000 for accounts in excess of \$3 million, and waived altogether for accounts in excess of \$4 million).
2. Investment Policy Statement: Flat Fee \$2,500.
3. Ongoing Investment Advisory Services:
 - a. 1.5% of the First \$1,000,000. 1.5% of the assets under advisement or administration on an annualized basis up to the first \$1,000,000 of the account’s Net Asset Value (minimum fee of \$833 per month).
 - b. 1% of Assets in Excess of \$1,000,000. 1% of assets under advisement or administration on an annualized basis for amounts in excess of \$1,000,000 of the account’s Net Asset Value (maximum fee may be capped at \$100,000).
 - c. Fees Paid Quarterly. Fees are to be paid quarterly (on a calendar quarter basis) in arrears. If the management of the account commences at any time other than the beginning of a calendar quarter, the first quarterly fee shall be prorated from the date of the execution of the Investment Advisory agreement to the end of the quarter and will be based on the Net Asset Value at the end of the quarter.
 - d. Assets Under Advisement or Administration. Assets under advisement or administration include all monies or securities that the firm is providing advice on with respect to investment strategy, reporting on tax returns, or reporting on valuations and performance, regardless of custody, including stocks and bonds, mutual funds, IRA’s, Thrift Savings Plans, 401K’s, 403B’s, 457’s, deferred compensation plans, qualified and nonqualified stock options and restricted stock plans, cash balance plans, fixed, variable and equity indexed annuities, cash management options, nonqualified

mutual fund accounts, cash value of life insurance, and any alternative investments or direct placements. Net Asset Value of the account shall be determined by OPTIFOUR in good faith at the close of the New York Stock Exchange on the last business day of each quarter.

Assets under advisement or administration do not include the Client’s personal checking and savings accounts, personal residence or other rented properties, and, any other assets excluded under the terms of the Client agreement with OPTIFOUR.

- e. Valuation of Hard-to-Value Investments. Investments that are not publicly traded generally lack a liquid market and the value of such Alternative Investments may be difficult to ascertain. OPTI-FOUR uses its best efforts to value such assets as follows:
 - 1) If the Investment is valued by a third-party custodian, OPTIFOUR will use that value.
 - 2) If a valuation is not obtainable through a third-party custodian, OPTIFOUR will request a valuation from the general partner, manager, or issuer in a form and manner acceptable to OPTIFOUR.
 - 3) If a timely and reliable valuation is not obtainable by the above means, OPTIFOUR will use the previous quarter’s valuation. If a timely and reliable third-party valuation remains unobtainable, OPTIFOUR will use its best efforts to value the asset using the following methods in order: (i) industry standard valuation formulas; (ii) the cash-out price offered (if any) in the prospectus; or (iii) the purchase price.
 - 4) A third-party custodian, the general partner, manager, or issuer may only update valuations annually.
 - 5) For an IRA account, the third-party custodians may be required to value the Alternative Investments before a distribution from such Account and that such valuation may delay any requested distributions from the Client’s Account, including Required Minimum Distributions (RMD).
 - 6) In selected cases, the fee for a direct placement may be a flat fixed fee.
- 4. The specific manner in which fees are charged by OPTIFOUR is established in a Client’s written agreement with OPTIFOUR. OPTIFOUR will generally bill its fees on a quarterly basis in arrears after each calendar quarter. Clients may also be billed directly for fees or authorize OPTIFOUR to directly debit fees from Client accounts. Fees are generally calculated based on the balance on the last day of the calendar quarter. Management fees shall not be prorated for each capital contribution and withdrawal made during the applicable calendar quarter. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any account, any earned, unpaid fees will be due and payable. All fees are subject to negotiation.
- 5. Householding: When more than one generation of a family (parent, child, grandchild) desires to enter into a Financial Advisory and Planning Services Agreement with OptiFour, the primary family member can sign an OptiFour Financial Advisory and Planning Services Agreement to be billed the standard 1.5% (or minimum of \$2500 per quarter or \$10,000 per year) on the first \$1,000,000 and 1% of any excess over \$1,000,000. The assets under management of OptiFour of any other member of a younger or older generation of the same family shall be billed at a fee of 1% on their assets, if OptiFour and the family members agree. The actual bill shall be paid from accounts as mutually agreed upon by the family members and Opti-Four.

B. Investment-Services-Only Client Fees

- 1. 1% of Assets Invested through OPTIFOUR. 1% of assets under advisement or administration on an annualized basis of the account’s Net Asset Value (maximum fee may be capped at \$100,000).
- 2. In selected cases, the fees may be fixed as a specific dollar amount per year rather than a fee that is based on a percentage of assets invested through OPTIFOUR.
- 3. Fees Paid Quarterly. Fees are paid from inception of the investment account on a quarterly basis in arrears to OPTIFOUR.

C. Financial-Planning-Only Client Fees. Flat Fee of \$12,500.

D. Accommodation-Services Client Fees. No charge for advisory services as none are provided.

E. Trustee-Services Client Fees. 1% of Assets

F. OPTIFOUR’s fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses, which may be incurred by the Client. Clients may incur certain charges imposed by custodians, broker-dealer, third-

party investments and other third parties, such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund’s prospectus. Such charges, fees and commissions are exclusive of, and in addition to, OPTIFOUR’s fee.

- G. Item 12 further describes the factors that OPTIFOUR considers in selecting or recommending broker-dealers for Client transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

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

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

Item 7 – Types of Clients

OPTIFOUR provides portfolio management services to high-net worth individuals, pension and profit-sharing plans, trusts and estates. For full-service Clients, the minimum amount charged per year for the service is \$10,000, or \$833 per month. Exceptions to this rule have been made on occasion.

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

- A. Investing in securities involves risk of loss that Clients should be prepared to bear.
- B. OPTIFOUR employs a due diligence process driven by original research based on our qualitative and quantitative investment selection and monitoring criteria outlined in our Firm-wide Investment Policy. Investments are vetted through a formal due diligence process via OPTIFOUR’s Investment Committee, which meets quarterly. OPTIFOUR uses on-site due diligence meetings, conference calls and webinars, business and industry publications, third-party research, corporate rating services, annual reports, prospectuses, SEC filings, and financial software such as Morningstar, Interactive Advisory Software (IAS), Lipper, and others sources to conduct our investment research. OPTI-FOUR also uses outside statistical data to compose portfolios that attempt to maximize return at a given level of risk.
- C. Types of securities that OPTIFOUR has dealt with, and advised Clients on, include domestic and foreign equities, warrants, US Government securities, corporate debt securities, certificates of deposit, municipal securities, mutual funds, exchange traded funds, separately managed accounts, options, as well as alternative investments in the past not presently that included public and private non-traded REITs, private notes, and private debt offerings and partnerships for oil and gas, equipment leasing and private equity. Each of these securities has varying risks and types of potential loss. For many of the alternative investments, the risks are set forth in greater detail in the prospectus pertaining to the security.

Item 9 – Disciplinary Information

Registered Investment Advisors are required to disclose all material facts regarding any legal or disciplinary events that would be material to The Client’s evaluation of OPTIFOUR or the integrity of OPTIFOUR’s management. OPTIFOUR has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

- A. Advisory Firms. OPTIFOUR has not established advisory arrangements that include fee sharing with any other investment advisory firms. OPTIFOUR has signed selling agreements with Manning & Napier, Dunham & Associates Investor General Partner, Symentra, ICON and Franklin Square Capital Partners. Neither OPTIFOUR nor any related person is a general partner in any partnership in which Clients are solicited to invest.
- C. Insurance. Both I. Mark Cohen and Weston D. Burnett were previously licensed to sell life insurance, annuities and health insurance by the Commonwealth of Virginia but that is no longer the case.
- D. Cohen & Burnett, P.C. I. Mark Cohen and Weston D. Burnett are licensed attorneys who own Cohen & Burnett, P.C. OPTIFOUR’s advice, as part of any Client engagement, is not construed as legal or accounting advice. Nor will OPTI-FOUR prepare any legal or accounting documents.
- E. Lessons to My Children. I. Mark Cohen and Weston D. Burnett authored a book entitled “Lessons to My Children: Simple Life Lessons for Financial Success, Wealth and Abundance.” They have a web site,