

Item 1 – Cover Page
FORM ADV PART 2A

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January 27, 2015

This brochure provides information about the qualifications and business practices of Compass Financial Consulting, LLC. If you have any questions about the contents of this Brochure, please contact us at (770) 563-8895 and/or tana@financialdirection.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Compass Financial Consulting, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Any references to Compass Financial Consulting, LLC as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.

Item 2 - Material Changes

January 2015

Items 4 and 5

- Assets under management have been updated under Item 4 to reflect assets under management as of December 31, 2014.
- Tana Gildea has been added to Item 4 as a Member of Compass Financial Consulting, LLC and as an owner.
- Compass Financial Consulting has restructured and relabeled its services, platforms and fees. Items 4 and 5 have been rewritten to outline and explain more fully the services and platforms offered by Compass Financial Consulting and the fee structures for each platform. Specifically, under Item 4, Compass describes the various platforms. The Coordinated Net Worth Management Services platform referred to as “The Expedition” offers three levels: “Everest”, “McKinley”, and “Kilimanjaro”. Compass Financial Consulting anticipates that the clients who can most benefit from this level of interaction will be those with a net worth of \$2 million and above; however, there could be situations where a client with a net worth under this threshold will find value in the close relationship and in-depth planning offered. For all of our “Expedition” offerings, Compass Financial Consulting will provide investment management services on a continuous basis based on your individual needs. Compass Financial Consulting utilizes model portfolios it has created and with your assistance determines the appropriate models to apply to your managed assets. Your portfolio is then customized as necessary to refine the management strategy to your unique risk and return needs.

Investment Management Services is referred to as the “Alpine” offerings and offers coordinated investment management services and retirement planning and asset management (“Financial guide for Retirement”). Compass continues to offer financial planning and consulting services on an hourly and fixed fee arrangements as well as asset allocation services.

- Item 5 more fully disclosures the fee structures for each of the aforementioned platforms and services. “The Expedition” platform fee structure is based on the client’s net worth and reassessed annually. The “Alpine” platform provides coordinated investment management services based on a percentage fee and based on the value of the account on a quarterly basis. Managed portfolios less than \$1,000,000 may require an add-on quarterly planning consulting fee per quarter. The quarterly planning and consulting fee will be quoted to the client based on the complexity of the client and the services to be provided and will be based on the fee schedule disclosed below under the heading Hourly and Fixed Fee Financial Planning and Consulting. The quarterly planning consulting fee will be reduced by the quarterly asset management fee. The fee will be deducted directly from your managed account.

Note that some existing clients may be grandfathered in to older fee schedules at the discretion of CFC.

Compass Financial Consulting, LLC

- Item 5 includes additional disclosure about costs and expenses including that clients may incur redemption fees for certain funds if they are not held for the time period specified in the prospectus. Additionally, due to the timing of transactions, charging the fee may result in your account moving into margin status thus incurring margin interest fees.
- Item 5 discloses a fee for asset allocation and monitoring services for accounts held away for a fee ranging from \$250 to \$750, depending on the balance and complexity of the account and services.
- Item 5 hourly fees are revised to \$300 per hourly and fees for ongoing planning and consulting fees will be offered for a fee up to \$12,000.
- Item 7 disclosures minimum account requirements are as follows:

Coordinated Net Worth Management (net worth)	\$2,000,000
Coordinated Investment Management: (investment assets)	\$1,000,000
Retirement Planning and Asset Management (“Financial Guide for Retirement”) (investment assets)	\$750,000

- Item 13 discloses the reviews offered for the various platforms and services described in Item 4.

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

The material changes discussed above are only those changes that have been made to this brochure since the firm’s last annual update of the brochure. The date of the last annual update of the brochure was January 27, 2015.

In the past, we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our fiscal year, which is December 31st. We may further provide other ongoing disclosure information about material changes as necessary.

Additionally, we will further provide you with a new brochure as necessary based on change or new information, at any time, without charge.

Our brochure may be requested free of charge by contacting Tana Gildea at (770) 563-8895 and/or tana@financialdirection.com. Additional information about Compass Financial Consulting, LLC is also available via the SEC’s website www.adviser.sec.gov. The website also provides information about any persons affiliated with Compass Financial Consulting, LLC who are registered, or are required to be registered, as investment adviser representatives of Compass Financial Consulting, LLC.

Item 3 - TABLE OF CONTENTS

Item 1 – Cover Page	Cover Page
Item 2 - Material Changes	2
Item 3 - TABLE OF CONTENTS	4
Item 4 - Advisory Business.....	5
Coordinated Net Worth Management Services (“The Expedition”).....	5
Coordinated Investment Management Agreement	7
Retirement Planning and Investment Management Agreement (“Financial Guide for Retirement”).....	8
Hourly or Flat Fee Financial Planning and Consulting.....	11
Asset Allocation Services	11
General Information	12
Item 5 - Fees and Compensation	12
Coordinated New Worth Management (“The Expedition”)	12
Coordinated Management Agreement	14
Retirement Planning and Investment Management (“Financial Guide for Retirement”) Agreement.....	15
Asset Allocation Services	16
Accounts Held Away – Asset Allocation and Monitoring Services	16
Hourly and Fixed Fee Financial Planning and Consulting	17
General Fee Information.....	18
Item 6 - Performance-Based Fees and Side-By-Side Management	18
Item 7 - Types of Clients	18
Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss	19
Item 9 - Disciplinary Information.....	21
Item 10 - Other Financial Industry Activities and Affiliations	21
Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	21
Item 12 - Brokerage Practices.....	22
Item 13 - Review of Accounts	23
Item 14 - Client Referrals and Other Compensation.....	24
Item 15 - Custody	24
Item 16- Investment Discretion	25
Item 17 - Voting Client Securities	25
Item 18 - Financial Information.....	25
Item 19 - Requirements for State Registered Advisers.....	25

Brochure Supplements

Item 4 - Advisory Business

Compass Financial Consulting, LLC (hereinafter referred to as “CFC”) is an investment advisory firm offering a variety of advisory services customized to your individual needs. The services are more fully described below.

CFC was founded in 1999 and filed for investment adviser registration with the Securities and Exchange Commission in March of 2004. Prior to 2004, CFC was a state registered investment adviser with Georgia and other required states. Kevin S. Kraus, John D. Bochniak, Tana A Gildea, and Kenneth Bridges are the Members and principal owners. Kevin, John, Tana, and Kenneth have been in the financial services industry for over 20 years. Additional business information about these Members is disclosed in Supplemental Brochures. Supplemental Brochures are available on all Members upon your request.

CFC offers the following advisory services tailored to your individual needs:

- **Coordinated Net Worth Management Services (“The Expedition”)**
 - “Everest”
 - “McKinley”
 - “Kilimanjaro”
- **Investment Management Services (“Alpine” offerings)**
 - Coordinated Investment Management Services
 - Retirement Planning and Asset Management (“Financial Guide for Retirement”)
- **Hourly and Fixed Fee Financial Planning and Consulting**
- **Asset Allocation Services**

CFC has assets under management as of December 31, 2014: \$210,888,000 of discretionary assets and \$2,292,000 of non-discretionary assets.

Coordinated Net Worth Management Services (“The Expedition”)

CFC strives to be your “financial guide” for your expedition up the “financial mountain” so this service offering focuses heavily on financial planning, goal setting, plan adjustments, and the overall management of *your net worth* including the day-to-day management of your investment portfolio (as described under Investment Management Services below). Such in-depth interaction covers all aspects of financial planning, on-going implementation of strategies agreed upon by you, and coordination with other professionals as needed (attorneys, accountants, etc.)

CFC anticipates that the clients who can most benefit from this level of interaction will be those with a net worth of \$2 million and above; however, there could be situations where a client with a net worth under this threshold will find value in the close relationship and in-depth planning offered.

All clients under this agreement will receive at a minimum our “*Kilimanjaro*” level of service which includes **all aspects of financial planning** needed by the client such as financial goal setting, risk

Compass Financial Consulting, LLC

management, debt management, estate planning, charitable giving strategies, college planning, and other services as needed based on your situation.

As your financial life becomes more complex with added net worth, we offer the “*McKinley*” service level meant to provide additional services to assist, at a deeper level, with college planning and expense management, basic wealth planning for your children, more in-depth business planning, and other services as needed based on your situation.

For our most complex clients, we offer the “*Everest*” service level which delves more broadly into business and extended family planning, legacy planning, more complex gifting strategies, facilitation of family financial conferences, and other financial services as needed.

For all of our “Expedition” offerings, CFC will provide **investment management services** on a continuous basis based on your individual needs. CFC utilizes model portfolios it has created and with your assistance determines the appropriate models to apply to your managed assets. Your portfolio is then customized as necessary to refine the management strategy to your unique risk and return needs. You may impose restrictions and/or limitations on the investing in certain securities or types of securities. Your portfolio will be diversified across several asset classes including: fixed income, equities, alternative, and international investments.

CFC maintains and invests around six risk profiles: Aggressive, High Growth, Growth, Balanced, Moderate and Conservative. You are advised your managed account may be similarly managed and contain similar holdings as compared to other clients’ managed accounts with similar investment objectives and risk tolerance.

The investment vehicles selected may include individual equity or fixed income securities, publicly traded mutual funds, and a limited number of option strategies.

CFC will schedule a meeting with you and present the recommended portfolio allocation. Upon your approval, CFC will implement the portfolio allocation. Unless otherwise expressly requested by you, CFC will manage the account and will make changes to the allocation as deemed appropriate by CFC. CFC will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. CFC may actively trade securities and hold such holdings for periods of one year or less or maintain positions for longer or shorter term periods.

Accounts Held Away – Asset Allocation and Monitoring Services

Clients under the *Coordinated Net Worth Management Services Offering* (“*The Expedition*”) owning accounts held at a custodian unable to provide trading access to Compass and who want advice on asset allocation can engage Compass for periodic monitoring services and asset allocation advice. Alternatively, clients may have accounts for which they do not want continuous and ongoing management but want advice on the allocation of the account and prefer to retain control of when the advice is implemented.

Compass will not have trading authority on these accounts. Compass utilizes a software program to track and monitor the investments in the account. The asset allocation services provided by Compass will be periodic. Compass will review the allocation of the account quarterly and provide recommendations for changes to the client. It is the client's sole responsibility to implement the recommendations. The advice provided by Compass is based on that period of time. Should the client delay implementation of the advice the performance of the account could be impacted.

Clients needing these services will be asked to sign an addendum to their engagement letter specifying the account to be monitored but such monitoring is included in the Coordinated Net Worth Management Services fee.

Investment Management (“Alpine” offerings)

CFC has two service offerings within the investment management services: Coordinated Investment Management Agreement and Retirement Planning and Investment Management Agreement (“Financial Guide for Retirement”).

Coordinated Investment Management Agreement

CFC will work with you to create a financial plan, set financial goals, and develop an investment strategy aligned with those goals as well as assist you with the implementation of the agreed upon strategies. We will also provide you recurring counsel and assistance in your financial decision making, including the regular review and monitoring of your financial plan and the day-to-day management of your investment portfolio.

Investment management services are provided on a continuous basis based on your individual needs. CFC utilizes model portfolios it has created and with your assistance determines the appropriate models to apply to your managed assets. Your portfolio is then customized as necessary to refine the management strategy to your unique risk and return needs. You may impose restrictions and/or limitations on the investing in certain securities or types of securities. Your portfolio will be diversified across several asset classes including: fixed income, equities, alternative, and international investments.

As stated above, CFC maintains and invests around six risk profiles: Aggressive, High Growth, Growth, Balanced, Moderate and Conservative. Your managed account may be similarly managed and contain similar holdings as compared to other clients' managed accounts with similar investment objectives and risk tolerance.

The investment vehicles selected may include individual equity or fixed income securities, publicly traded mutual funds, and a limited number of option strategies. Unless otherwise expressly requested by you, CFC will manage the account and will make changes to the allocation as deemed appropriate by CFC. CFC will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. CFC may actively trade securities and hold such holdings for periods of one year or less or maintain positions for longer or shorter term periods.

CFC anticipates that the clients who can most benefit from this offering are those desiring a holistic approach to the management of their financial assets but who may not have the asset level to fit the Coordinated Net Worth Management Agreement.

Accounts Held Away – Asset Allocation and Monitoring Services

Clients under the *Coordinated Investment Management Agreement* owning accounts held at a custodian unable to provide trading access to Compass and who want advice on asset allocation can engage Compass for periodic monitoring services and asset allocation advice. Alternatively, clients may have accounts for which they do not want continuous and ongoing management but want advice on the allocation of the account and prefer to retain control of when the advice is implemented.

Compass will not have trading authority on the accounts. Compass utilizes a software program to track and monitor the investments in the account. The asset allocation services provided by Compass will be periodic. Compass will review the allocation of the account quarterly and provide recommendations for changes to the client. It is the client's sole responsibility to implement the recommendations. ~~However,~~ The advice provided by Compass is based on that period of time. Should the client delay implementation of the advice the performance of the account could be impacted.

Clients needing these services will be asked to sign an addendum to their engagement letter specifying the account to be monitored and detailing any additional fees charged for this service.

Retirement Planning and Investment Management Agreement (“Financial Guide for Retirement”)

CFC will work with you to create a retirement financial plan, set financial goals with respect to your retirement, and develop an investment strategy aligned with those goals as well as assist you with the implementation of the agreed upon strategies. We will also provide you recurring counsel and assistance in your financial decision making, including the regular review and monitoring of your financial plan as it relates to retirement cash flow, tax planning, and other matters impacting retirement feasibility. Clients needing assistance with more in-depth financial planning matters such as estate planning, insurance analysis, or other more complex financial matters may be required to sign an hourly or flat fee engagement letter to address these needs. CFC also provides the day-to-day management of your investment portfolio.

Accounts Held Away – Asset Allocation and Monitoring Services

Clients under the *Retirement Planning and Investment Management Agreement (“Financial Guide for Retirement”)* owning accounts held at a custodian unable to provide trading access to Compass and who want advice on asset allocation can engage Compass for periodic monitoring services and asset allocation advice. Alternatively, clients may have accounts for which they do not want continuous and ongoing management but want advice on the allocation of the account and prefer to retain control of when the advice is implemented.

Compass will not have trading authority on the accounts. Compass utilizes a software program to track and monitor the investments in the account. The asset allocation services provided by Compass will be periodic. Compass will review the allocation of the account quarterly and provide recommendations for changes to the client. It is the client's sole responsibility to implement the recommendations. The advice provided by Compass is based on that period of time. Should the client delay implementation of the advice the performance of the account could be impacted.

Clients needing these services will be asked to sign an addendum to their engagement letter specifying the account to be monitored and detailing any additional fees charged for this service.

Financial Planning Approach:

CFC takes the following steps when you engage us under the *Coordinated Net Worth Management Agreement* ("The Expedition"), the *Coordinated Investment Management Agreement*, or the *Retirement Planning and Investment Management Agreement* ("Financial Guide for Retirement"):

Step 1: We start with a complimentary meeting, where there is a mutual process of getting to know each other and decide if there is a desire on both sides to begin working together, and whether our services would be of benefit to you.

Step 2: Our first objective in the planning process is for us, together, to identify your personal goals and objectives, so that we can better understand how your primary assets, your time and your finances can be organized to work toward your financial goals. We typically spend our first planning session discussing your goals and identifying the motivation behind the goals. During this initial client meeting, we also seek to compile all current assets, take an inventory of insurance coverage, wills and any estate documents, an annotation of your monthly income and expenses, and a review of your tax returns. We identify your investment experience and attempt to evaluate tolerance for investment volatility and risk.

Step 3: We deliver a preliminary financial analysis, with an action list of preliminary recommendations. We will make recommendations on your strategic investment holdings with suggestions for changes, if appropriate. This evaluation will normally include a financial independence plan, although each person's concept may differ. The goal is to set a course that will help you to work toward your financial goals and objectives

Step 4: We revisit the financial planning analyzes and proposals after receiving your feedback, adjust recommendations where appropriate, complete the various applications, transfer assets and set an action plan.

Step 5: We complete asset transfers, implement the investment recommendations, and begin to take action on any other issues that were mentioned in the plan.

Step 6: We have a coordinated, systematic approach to monitoring your progress towards your goals and strive to serve as your "financial guide" throughout your financial journey.

Under the *Retirement Planning and Investment Management Agreement* ("Financial Guide for Retirement"), the preceding steps will be focused primarily on retirement feasibility, retirement cash

flow, investment management and tax analysis. If you need significant help in the estate planning or risk management areas, a separate engagement letter may be required for those services at an additional fee.

Data Gathering Approach:

Depending on the services you have requested, CFC will gather various financial information and history from you including, but not limited to:

- Retirement and financial goals
- Investment objectives
- Investment horizon
- Risk Tolerance
- Financial needs
- Cash flow analysis
- Cost of living needs
- Education needs
- Savings tendencies
- Other applicable financial information required by CFC in order to provide the investment advisory services requested.

Investment Management Approach:

When you engage CFC under the *Coordinated Net Worth Management Agreement* (“*The Expedition*”), the *Coordinated Investment Management Agreement*, or the *Retirement Planning and Investment Management Agreement* (“*Financial Guide for Retirement*”), CFC will create an Investment Policy Statement (“IPS”) customized for you. The IPS will:

- Document your attitude, expectation, objectives and guidelines for the managed portfolio.
- Set forth an investment structure for managing your portfolio. This structure includes various asset classes, investment management styles, asset allocations and acceptable ranges.
- Establish guidelines regarding the selection of investment managers, permissible securities and diversification of assets.
- Define the responsibilities of you and CFC
- Provide a summary of an investment philosophy and procedures that provide guidance to you and CFC.

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

As further described below under Brokerage Practices, CFC has entered into a relationship to offer you brokerage and custodial services through TD Ameritrade. There is no affiliation between CFC and TD Ameritrade. You are under no obligation to utilize the custodial or brokerage services of TD Ameritrade.

Hourly or Flat Fee Financial Planning and Consulting

Financial planning and consulting services are broken down into several well-defined areas:

- **Financial assessment** – organize financial data into various financial statement formats. This data will provide a basis for planning;
- **Financial independence** - we will create a projection which will give us a range of potential possibilities of working towards your retirement goals;
- **Education funding (if applicable)** - we will project the cost of your child(ren)'s education and look for appropriate ways to save for it;
- **Portfolio building and investment analysis** - we review your strategic investments and provide recommendations among different types of assets with a view toward fulfilling your financial planning objectives;
- **Insurance planning** - we review your life and disability insurance coverage;
- **Tax planning** - we assess and plan around income taxes; and
- **Estate planning** - we assess the need for an updated will, trusts and trust services, and give advice on charitable gifting.

At our initial meeting, CFC will discuss with you the specific financial planning or consulting services that you need and will agree on the scope of services as well as the fee arrangement (hourly or flat fee).

General Financial Planning Information

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

You are not obligated to implement advice through CFC.

Asset Allocation Services

On occasion, CFC may agree to open an account for your general convenience or for your friends or family. This service provides asset allocation, periodic monitoring, and consolidated annual reporting.

CFC will periodically review your account and monitor its allocation with respect to the IPS parameters. Upon your request and authorization you may provide CFC with discretionary trading

authority to implement the IPS. CFC will periodically rebalance and reallocate (i.e. facilitate purchases and sales within the account) the account to bring the account in line with the objectives outlined in the IPS. CFC may, but is under no obligation to, update the IPS in future years. These accounts are designed for “friends and family” who may not meet the minimums for our other more in-depth offerings and simply need investment allocation assistance.

General Information

You are advised the investment recommendations and advice offered by CFC are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform CFC promptly with respect to any changes in your financial situation and investment goals and objectives. Failure to notify CFC of any such changes could result in investment recommendations not meeting your needs. Note that a strategy which furthers one financial goal may impede progress on another (ie: saving for educational needs versus funding additional life insurance) so the process of prioritizing goals, balancing objectives, and making financial decisions requires give-and-take throughout the process and over time; therefore you are advised to revisit the financial plan and goals frequently and make changes to the strategies and implementation as circumstances and priorities change.

Item 5 - Fees and Compensation

Fees are not negotiable. Further, fees are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds.

Coordinated New Worth Management (“The Expedition”)

Compass will charge Client a quarterly financial planning and investment management fee at the beginning of each quarter based upon the Client’s Net Worth (“CNW”) as defined below) as calculated annually pursuant to this Agreement. Fees are due quarterly in advance and a pro-rata refund will be provided to Client if this Agreement is terminated as set forth herein. The initial quarterly fee will be prorated based on the number of days services are provided. The fee is in accordance with the following schedule:

Client Net Worth (CNW)	Fee Increments	Quarterly Fee
Up to \$2,000,000*	None	\$2,500
\$2,000,001 - \$5,000,000	For each \$250,000 Over 2 Million	\$250
\$5,000,001 - \$15,000,000	For each \$500,000 Over 5 Million	\$250
\$15,000,001 and Greater	For each 1 Million over 5 Million	\$250

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Example: Assuming Client has a CNW for the year of \$5.5 million, Compass would assess Client a quarterly fee of \$5,750 (resulting in an annual fee of \$23,000) computed as follows:

Client's first \$2,000,000 = \$2,500 per quarter

Client's assets from \$2,000,001 - \$5,000,000 = \$3,000 per quarter

Client's assets over \$5,000,001 = \$250 per quarter

Total quarterly fee for Client with \$5.5 Million = \$5,750

*** At Compass' discretion, clients with Net Worth of significantly less than \$2,000,000 may be billed at a "phased in" fee. The "phase-in" fee will range from \$5,000 to \$10,000 for a period for of up to three years. Year four, the above fee schedule will be applied. During the three year period the "phase-in" fee will be incrementally reduced based on the net worth of the client and the complexity of the services. The initial fee will be determined based on a number of factors including client's net worth, complexity of the client's situation, anticipated number of meetings and services. The "phase-in" fee will be discussed and agreed to between client and Compass prior to engagement of services and will be outlined in an agreement between Compass and the client.**

Compass shall not be compensated on the basis of a share of the capital gains upon or capital appreciation of the funds or any funds of the client, but rather, based upon CNW. All investment management and financial planning fees will be deducted directly from Client's managed account, and, if Client has more than one managed account, fees shall be deducted from a single account or across multiple accounts at the discretion of Compass, unless Compass and Client shall specifically agree to deductions being made from a certain managed account.

Fees for services may be changed by Compass upon sixty (60) days prior written notice to Client.

Client Net Worth

For purposes of this Agreement, Compass will calculate CNW upon the signing of this Agreement by Client and Compass, or as soon as practical thereafter, and quarterly fees, through the following July, will be established at that time. Thereafter, in each July, Compass will recalculate CNW, with the most current figures available, to determine quarterly fees for the following year, and will provide a written calculation of CNW to Client. The July calculation of CNW shall be used to quarterly invoices billed the following October 1, January 1, April 1, and July 1.

In calculating CNW, Compass shall include Client's entire balance sheet that is used for the planning assumptions in Client's financial plan prepared by Compass, including, but not limited to, all investment accounts managed by Compass, all investment accounts held away for which Compass provides investment recommendations and/or planning services, all foundation or donor-advised accounts for which Compass provides investment recommendations, and Client's real estate holdings including personal residences (based on real estate values compiled by Zillow.com or some other valuation agreed to between Compass and Client).

CNW shall not include personal assets such as cars, boats, household items and furnishing, antiques, non-liquid business interests for businesses in which Client actively participates and assets that are difficult to value for balance sheet purposes.

While the fee structure is not negotiable, CFC may negotiate the inclusion or exclusion of certain of your assets and/or the valuation used in determining your net worth at its discretion.

Investment Management Services (“Alpine” offerings)

CFC’s advisory fees for “Alpine” offerings are based on a percentage of the value of assets under management as of the last trading day of the previous calendar quarter. Fees are payable on a calendar quarterly basis, in advance. Since CFC’s fees are based on the value of assets under management this is considered a conflict of interest since CFC’s compensation is directly impacted by the value of your portfolio. However, CFC’s compensation is also affected if the account value does not grow since its compensation will be decreased. Fees will be prorated if management begins after the start of a quarter or you cancel within any quarter. The initial fee for a partial quarter will be charged at the end of the then current quarter along with the fee for the following quarter. Fees are determined based on an aggregated value of managed account assets.

You may make additions to the Account or withdrawals from the Account, provided the Account continues to meet minimum account size requirements. CFC reserves the right to charge in arrears an advisory fee on funds or assets deposited to the account during a calendar quarter with a consolidated value greater than \$100,000. Fees calculated on additional deposits will be pro-rated based upon the number of days in the calendar quarter during which CFC managed the deposited funds or assets.

Similarly, CFC shall calculate a fee or credit on any non-recurring withdrawals during a quarter with a consolidated value greater than \$100,000. This fee credit will be issued at the end of the then current quarter and applied to the next quarterly fee. No fee adjustments will be made for Account appreciation or depreciation.

Coordinated Management Agreement

Portfolio Balance	Quarterly Rate	Annualized Rate
First \$1,000,000**	0.2500%	1.00%
Next \$500,000	0.1875%	0.75%
Next \$3,500,000	0.1250%	0.50%
Assets over \$5,000,000	0.075%	0.30%

**Managed portfolios less than \$1,000,000 may require an add-on quarterly planning consulting fee per quarter. The quarterly planning and consulting fee will be quoted to the client based on the complexity of the client and the services to be provided and will be based on the fee schedule disclosed below under the heading Hourly and Fixed Fee Financial Planning and Consulting. The quarterly planning consulting fee will be reduced by the quarterly asset management fee. The fee will be deducted directly from your managed account.

Note that some existing clients may be grandfathered in to older fee schedules at the discretion of CFC.

**Retirement Planning and Investment Management (“Financial Guide for Retirement”)
Agreement**

Portfolio Balance	Quarterly Rate	Annualized Rate
< \$500,000	0.25%	1.00%*
First \$1,500,000	0.1875%	0.75%
Next \$3,500,000	0.1250%	0.50%
Assets over \$5,000,000	0.075%	0.30%

*Clients having accounts less than \$500,000 may be required to pay a quarterly planning consulting fee of at least \$1,250 per quarter. The quarterly planning consulting fee will be reduced by the quarterly asset management fee. The fee will be deducted directly from your managed account.

Your advisory fee is calculated using the following formula:

$$\text{Account value} \times (\text{annual fee \%} / 4) = \text{your quarterly fee}$$

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

All fees paid to CFC for services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund’s prospectus) to their shareholders. Mutual funds pay advisory fees to their managers and such fees are therefore indirectly charged to holders of mutual fund shares, if you have mutual funds in your portfolio you are effectively paying both CFC directly and the mutual fund manager indirectly for the management of the assets. In addition, mutual funds charge transaction fees for securities transactions executed in your account in accordance with the custodian’s transaction fee schedule. You may also incur redemption fees for certain funds if they are not held for the time period specified in the prospectus. While CFC attempts to minimize such fees, there could be situations where it is considered preferable to trade in spite of the fee incurred. Additionally, you may pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Such fees are not charged by CFC and are charged by the product, broker/dealer or account custodian. CFC does not share in any portion of such fees. Additionally, you may pay your proportionate share of the fund’s management and administrative fees and sales charges as well as the mutual fund adviser’s fee of any mutual fund they purchase. Such advisory fees are not shared with CFC and are compensation to the fund-manager. You should review all fees charged by mutual funds, CFC and others to fully understand the total amount of fees you will be responsible for paying.

CFC’s fees will be collected directly from your account. You will provide authorization for CFC to deduct its fees from your account by execution of the management agreement. If the Account does not contain sufficient funds to pay advisory fees, CFC has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Due to the timing of transactions, charging the

fee may result in your account moving into margin status thus incurring margin interest fees. You may reimburse the account for advisory fees paid to CFC, except for ERISA and IRA accounts. You will receive a statement direct from the account custodian at least quarterly reflecting the deduction of the fee.

Termination Provisions

You may terminate investment advisory services obtained from CFC, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with CFC. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate investment advisory services upon CFC's receipt of your written notice to terminate. As previously stated, you will be refunded a prorated portion of prepaid fees.

Asset Allocation Services

You will be charged a quarterly fee in advance of each calendar quarter. The fee is negotiable. Fees will range from \$250 to \$1,500 per calendar quarter. The fee you will pay will be determined based on several factors including amount of assets under management, financial planning and consulting fees you are paying, number of accounts, type of service, complexity of the account(s), special requests or services, and size of the accounts. You will be quoted a fee and the fee will be outline in the agreement executed by you and CFC.

The fee will be added to the quarterly management fee and withdrawn direct from an account or accounts you specify.

Termination Provisions

You may terminate services obtained from CFC, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with CFC. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate investment advisory services upon CFC's receipt of your written notice to terminate. You will be refunded a prorated portion of prepaid fees.

Accounts Held Away – Asset Allocation and Monitoring Services

Under the *Coordinated Investment Management Services Agreement* and the *Retirement Financial Planning and Investment Management Agreement* (“*Financial Guide for Retirement*”), CFC will charge a fee for its monitoring and asset allocation services. The fee will be charged on a quarterly basis in advance of each calendar quarter. The client will authorize Compass to debit the monitoring fee in combination with any other management fees billed under other agreements directly from the client's TD Ameritrade account. The initial fee will be a pro-rated portion of the quarterly fee based on the number of days left in the quarter. The fee will range from \$250 to \$750, depending on the balance and complexity of the account and services.

Compass Financial Consulting, LLC

Under the *Coordinated Net Worth management Services Agreement* (“*The Expedition*”), asset allocation and monitoring services are included in the net worth based fee.

Client may terminate services without penalty within five (5) days of execution of the Agreement with Compass. Further, either party may terminate the agreement at any time upon written notice. Any fees earned, but as yet unpaid, will be payable immediately. Any unearned fees paid in advance will be refunded. Fees are deemed earned as Compass expends time in Account Holder’s service.

Hourly and Fixed Fee Financial Planning and Consulting

You should expect to pay a planning fee the first year of working with CFC. You are advised that fees for planning services are strictly for planning services. Therefore, you may pay fees and/or commissions for additional services obtained such as asset management or products purchased such as securities or insurance.

Fixed Fees are negotiable. Your fees will be dependent on several factors including time spent with CFC, number of meetings, complexity of your situation, whether services are a yearly engagement or a one-time planning engagement, amount of research, services requested and staff resources. You will be billed on either a fixed-fee basis or at a standard hourly rate for the Phase I or Phase II planning services. At the time of engagement you will be quoted a fixed fee for all or part of the services described above. If you also utilize CFC’s investment management services you may authorize CFC to deduct your financial planning fees as well as any other CFC advisory fees directly from your investment account. In all cases the fee arrangement is described in your client engagement letter.

Fee Type	Fee	Payable
Fixed Fee	\$3,000 to \$15,000	Payable one-half (1/2) upon execution of the advisory agreement with CFC and the balance due at the time of presentation of the plan, unless otherwise negotiated with you.
Hourly Fee	Up to \$300 per hour	Payable at the end of each month based upon time spent by CFC.
Ongoing Planning Consulting Fee (“Retainer”)	\$1,250 to \$12,000 per quarter	Payable quarterly in advance. The fee will be deducted direct from your managed account.

One-half of the fee for financial planning services is due upon execution of the agreement and the balance due upon presentation. On-going implementation and monitoring fees (“retainer”) will be billed on a quarterly basis. Other fixed and hourly financial planning fees may be billed in advance or arrears, depending on the arrangements made with you.

Hourly Fees for “one-time” or temporary “project” services are not negotiable and will be billed at the hourly rates in effect at the time that the agreement is signed. CFC will provide you with the standard rates and will provide an estimate of time necessary to complete the project; however, there

can be no guarantee that the actual work performed will not take more or less time than estimated. CFC will make every effort to communicate significant changes to the estimated time.

Termination Provisions

You may terminate advisory services obtained from CFC, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with CFC. Thereafter, either CFC or you may terminate upon written notice delivered to the other party. In the event of termination, any paid but unearned fees will be promptly refunded to you. In the event of termination, a fee for the development and delivery of any plan shall be deemed earned in an amount computed by multiplying by \$250 times the number of hours spent in development, not to exceed the total fee quoted to you. Any refunds for fees paid in advance for implementation and monitoring will be calculated based on a proportion of the number of days from the beginning of the term to and including the termination date. In the event of termination by CFC, a fee for the development and delivery of any plan shall be deemed earned only upon delivery (or attempted delivery) of the plan to you.

General Fee Information

Travel Expenses – For our “Expedition” and Alpine” Offerings, CFC will pay the travel expenses for all regularly scheduled meetings. You will pay reasonable travel expenses actually incurred by CFC for asset allocation services or for meetings requested by you.

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

This section is not applicable to CFC since CFC does not charge performance based fees.

Item 7 - Types of Clients

CFC’s services are geared toward individuals both high net worth (i.e. clients with a net worth of \$1,500,000) and other than high net worth.

CFC generally requires a minimum amount of assets for you to participate in CFC’s asset management services. The minimum account requirements apply to a total managed portfolio and not per account. Minimum account requirements are as follows:

Coordinated Net Worth Management (net worth)	\$2,000,000
Coordinated Investment Management: (investment assets)	\$1,000,000
Retirement Planning and Asset Management (“Financial Guide for Retirement”) (investment assets)	\$750,000

However, under certain circumstances, CFC may waive the minimum account size requirements and accept accounts less than the stated minimums. Such circumstances may include but not be limited to additional assets that will soon be deposited, you have other accounts under management with CFC, or you agree to pay a minimum quarterly planning consulting fee. You are advised additional fees may apply as disclosed under the Investment Management Approach section above.

You are advised performance may suffer due to difficulties with diversifying smaller accounts and due to risk controls potentially being compromised. Performance of smaller accounts may vary from the performance of accounts with more dollars invested due to fluctuations in the market may affect smaller accounts more since the account may not be able to be diversified according to the model portfolio.

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

CFC believes that if your time horizon is greater than three to five years, you should accept some of the volatility risks of the stock market. If your financial needs and investment time horizon is fewer than three to five years, CFC believes you should invest in ways that seeks to minimize risk.

Our investment strategy will utilize various asset classes based on our assessment of the risk and return potential specific to each asset class at any point in time. Our assessment of these risks and returns will be reflected in a “core-satellite” approach. The core of the portfolio is built on the premise that properly diversified exposure to various asset classes provides an investor the best potential for a rewarding long-term return. The satellite portion of the portfolio is designed to address certain cyclical investment and economic themes identified by CFC. By addressing these themes, CFC seeks to improve returns and/or lower the risk of the portfolio.

The Core Allocation

Academic research indicates that the decision of how to allocate assets among various asset classes in a diversified portfolio will far outweigh individual security selections and market timing.

The Satellite Allocation

The Satellite portion of the portfolio is designed to address economic and investment themes as identified from time to time during CFC’s investment research process. As opposed to the secular and long-term view of the Core, you can expect investments made in the satellite portion to be focused on cyclical and intermediate trends and opportunities. The purpose of addressing these themes is to improve the portfolio’s risk and return characteristics. There are no diversification parameters within the Satellite except that no individual security position in the satellite shall represent more than 10% of the overall portfolio (core + satellite). This restriction does not apply to securities that invest in multiple other securities (i.e. mutual funds, ETFs).

You are advised the themes and the corresponding satellite allocation may change from time to time at the discretion of CFC.

Selection/Retention Criteria for Investments

Securities shall be chosen using the following criteria:

Compass Financial Consulting, LLC

- Past performance, relative to other investments having similar investment objectives and relative to appropriate benchmarks (if available and applicable). Consideration shall be given to both performance rankings over various time frames and consistency of performance.
- Consistency of investment style and investment process.
- Length of time the investment strategy has been in existence and tenure of the current manager(s) and whether or not there have been material changes in the manager's organization, personnel, and process.
- Costs relative to other investment strategies with similar objectives and investment styles.
- The historical volatility and statistical downside risk of each proposed investment.
- How well each proposed investment complements other assets in your Portfolio.
- Total assets of the proposed investment strategy relative to its asset class.
- Organizational reputation.
- The perceived honesty and candor of the investment manager when communicating with investors.
- The experience, education, and background of the key people involved in the investment process.
- The visible alignment of interests between the investment manager and investors as evidenced by the investment manager and its employees investing their own money in the investment strategy.

As part of our due diligence process, securities in your portfolio will be evaluated on an ongoing basis. They will be replaced if comparisons to the above criteria become less favorable in light of available alternatives. However, consideration will be given to allow the security reasonable periods of time to perform. Even the best securities, managers and strategies will not perform well all the time. Consequently, we expect that some portion of the Portfolio will seem to be underperforming.

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

As stated above, CFC primarily uses mutual funds. The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers, and fund straying from its objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Certain mutual funds may have defined holding period requirements, which, if violated, could result in redemption fees. CFC makes every effort to avoid such fees but there may be situations where incurring the fee is unavoidable. CFC also uses individual equities and fixed income securities. The risk with these securities is their value is market driven and fluctuates from moment to moment. Further, the liquidity of the security is dependent on a market being available.

CFC may aggregate ("bunch") transactions in the same security on behalf of more than one client in an effort to strive for best execution and to possibly reduce the price per share and/or other costs to

clients. However, aggregated or bunched orders will not reduce the transaction costs to participating clients. CFC conducts aggregated transactions in a manner designed to ensure that no participating client is favored over another client. Participating clients will obtain the average share price per share for the security executed that day. To the extent the aggregated order is not filled in its entirety and when possible, securities purchased or sold in an aggregated transaction will be allocated pro-ratably to the participating client accounts in proportion to the size of the orders placed for each account. Under certain circumstances, the amount of securities maybe increased or decreased to holding odd-lot or a small number of shares for particular clients.

You are advised investing in securities involves risk of loss, including the potential loss of principal. Therefore, your participation in any of the management programs offered by CFC will require you to prepare to bear the risk of loss and fluctuating performance.

Item 9 - Disciplinary Information

There is no reportable disciplinary information required for CFC or its advisory representative.

Item 10 - Other Financial Industry Activities and Affiliations

Kenneth Howard Bridges is a Certified Public Accountant and is a Partner in the accounting firm, Bridges & Dunn-Rankin, LLP. Additionally, Kevin Scott Kraus and John Daniel Bochniak are partners in Bridges & Dunn-Rankin, LLP. You are under no obligation to utilize the accounting services offered by Kenneth Bridges or Bridges & Dunn-Rankin, LLP. However, if you do engage the accounting services of Bridges & Dunn-Rankin, LLP you will pay a fee separate from the fees paid to CFC.

On a limited basis, CFC prepares and files federal and state income tax returns through a third party consultant who is a Certified Public Accountant. Tax preparation is not offered to all clients and is not CFC's main business. CFC is not an accounting firm. Tax return preparation may be coordinated with the consultant by an employee of CFC who is not a Certified Public Accountant. CFC considers the following factors to determine if complimentary tax services will be provided: size of your managed portfolio and complexity of your return. CFC will only consider simple returns.

CFC attempts to mitigate the conflicts of interest with the potential receipt of commissions if recommendations are implemented by providing you with these disclosures. Further, you are encouraged to consult other professionals and may implement recommendations through other financial professionals.

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

CFC and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, CFC and/or its associated persons may have an interest or position in certain

securities that are also recommended and bought or sold you. CFC and its associated persons will not put their interests before your interest. CFC and its associated persons may not trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

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

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

Code Of Ethics

CFC has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. CFC takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as CFC's policies and procedures. Further, CFC strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with CFC's Privacy Policy. As such, CFC maintains a code of ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, CFC's Code of Ethics establishes CFC's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

Item 12 - Brokerage Practices

CFC participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. As discussed below, CFC receives some benefits from TD Ameritrade through its participation in the program.

There is no direct link between CFC's participation in the program and the investment advice it gives to you, although CFC will receive economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for order entry and account information; access to mutual funds

with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to CFC by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by CFC's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit a CFC but may not benefit its client accounts. These products or services may assist CFC in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help CFC manage and further develop its business enterprise. The benefits received by CFC or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, CFC endeavors at all times to put the interests of its clients first. You should be aware, however, that the receipt of economic benefits by CFC or its related persons in and of itself creates a potential conflict of interest and may indirectly influence CFC's choice of TD Ameritrade for custody and brokerage services.

In initially selecting TD Ameritrade, CFC conducted due diligence. CFC's evaluation and criteria included ability to service you, staying power as a company, industry reputation, ability to report to you and to him, trading platform, products and services available, technology resources, and educational resources.

Periodically, CFC will review alternative broker/dealers and custodians in the marketplace to ensure TD Ameritrade and its custodians are meeting CFC's duty to provide best execution for your accounts. The review will include a comparison to TD Ameritrade which involves evaluating criteria such as overall expertise, cost competitiveness and financial condition. The quality of execution by TD Ameritrade will be reviewed through trade journal evaluations. However, best execution does not simply mean the lowest transaction cost. Therefore, no single criteria will validate nor invalidate a custodian, but rather, all criteria taken together will be used in evaluating the currently utilized custodian.

You are advised there is an incentive for CFC to recommend TD Ameritrade over another custodian and/or broker/dealer based on the products and services that will be received rather than your best interest.

Item 13 - Review of Accounts

Asset Management Services ("Expedition" and "Alpine" service offerings)

Managed accounts are reviewed at least quarterly. In addition, you will be offered an opportunity to participate in an annual review to discuss account performance in light of the stated investment objectives, a discussion of the investment strategies currently being executed, as well as a formal review and reappraisal of your investment objectives.

Accounts Held Away – Asset Allocation and Monitoring Services

Accounts will be reviewed not less than quarterly and recommendations provided when deemed appropriate by Compass. An account review with Compass will be conducted upon client request. Statements will be provided direct by the account custodian.

Fixed Fee and Hourly Financial Planning and Consulting Services

Generally, you will be met with from one to four times per year. For certain engagements, there is a meeting and review in either the beginning or the end of the year for cash flow and tax planning. Meetings may also occur during the year to review goals, the estate plan, budget and investment strategy. Other meetings will be held as necessary and at your request. The frequency and type of meetings depend upon the nature of the engagement such as coordinated financial planning engagement, a one-time financial plan, an investment advisory only engagement, complexity of the case, etc.

Asset Allocation Services

Accounts will be reviewed periodically and at least annually for consideration of rebalancing trades. Additionally, investment vehicles held in these accounts may be “block traded” along with other accounts managed by CFC.

You are advised that you must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes may require him review the portfolio allocation and make recommendations for changes. Changes to your financial situation will likely trigger a review to reassess your investment objectives, goals and risk tolerance.

You will be provided statements at least quarterly direct from the account custodian. Additionally, you will receive confirmations of all transactions occurring direct from the account custodian. At least annually, or when you attend the annual review, CFC will provide you with a consolidated report of your managed account and any convenience accounts maintained at TD Ameritrade. You should compare the report with statements received direct from the account custodian. Should there be any discrepancy the account custodian’s report will prevail.

Item 14 - Client Referrals and Other Compensation

CFC does not compensate any person or entity for referring business to CFC.

Please refer to the disclosure under Brokerage Practices regarding the benefits CFC receives from TD Ameritrade.

Item 15 - Custody

With the exception of deduction of CFC’s advisory fees from your accounts, CFC does not take custody of your funds or securities. Clients will receive account statements direct from the broker/dealer or account custodian reflecting the deduction of CFC’s advisory fee. Clients should carefully review statements received by the broker/dealer or account custodian. Further, clients should compare any written report received from CFC with statements received direct from the broker/dealer or account custodian. Should there be any discrepancy the account custodian’s report will prevail.

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

Item 16- Investment Discretion

Unless an exception is made by CFC, you will grant CFC authorization to manage your account on a discretionary basis by execution of the management agreement. Discretionary authority will permit CFC to determine the securities to be purchased, sold and/or exchanged within your account and the timing of the transactions. Termination of discretionary authorization will result in termination of CFC's management services.

You are advised that:

- 1) You may set parameters with respect to when account should be rebalanced and set trading restrictions or limitations;
- 2) Your written consent is required to establish any brokerage account;
- 3) With the exception of deduction of CFC's advisory fees from the account, if you have authorized automatic deductions, CFC will not have the ability to withdraw your funds or securities from the account without your prior authorization.

Item 17 - Voting Client Securities

CFC does not vote your securities.

Item 18 - Financial Information

CFC will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service.

Item 19 - Requirements for State Registered Advisers

This section is not applicable to CFC. CFC is not state registered. CFC is registered with the Securities and Exchange Commission.