

Item 1 – Cover Page

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This brochure provides information about the qualifications and business practices of Monument Capital Management, LLC (“Monument Capital Management”). If you have any questions about the contents of this brochure, please contact David B. Armstrong, CFA at (703) 504-9600 or at david.armstrong@monumentwm.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 Monument Capital Management is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm’s information on this website by searching for Monument Capital Management, LLC or our firm’s CRD number 159882.

*Registration as an investment advisor does not imply a certain level of skill or training.

Item 2 – Material Changes

Since the most recent Annual Amendment filing on March 17, 2017, this Brochure has not been materially amended. There have been no material changes made to our Brochure since last year's Annual Amendment filing on March 17, 2017. However, additions and enhancements have been made at Items 4, 5, 7 and 10.

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Item 4 – Advisory Business

Ownership

Monument Capital Management (“we”, “our”, the “Firm”) is an investment advisor registered with the Securities and Exchange Commission since June 2012. We are a limited liability company formed under the laws of the State of Delaware. David Armstrong and Dean Catino are equal owners of the firm.

General Description of Primary Advisory Services

The following are brief descriptions of Monument Capital Management’s primary services. A detailed description of our services is provided in **Item 5 – Fees and Compensation** so that clients and prospective clients (“clients” or “you”) can review the description of services and description of fees in a side-by-side manner. We offer several investment programs designed to help our clients meet their specific goals and investment objectives, descriptions of each program can be found in **Item 5 – Fees and Compensation**, below.

Monument Capital Management Asset Management Services. We offer asset management services that involve providing you with continuous and on-going supervision over your accounts. The Account is managed by Monument Capital Management based on your financial situation, investment objectives and risk tolerance. We actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account and make trades in your accounts when necessary.

When you engage Monument Capital Management, you appoint Monument Capital Management as your investment advisor of record on specified accounts (collectively, the “Account”). The Account consists only of separate account(s) held by qualified custodian(s) under your name. Qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

Financial Planning and Consulting Services. We offer financial planning services that can include preparation of a written financial plan covering specific or multiple topics. Monument Capital Management provides full written financial plans typically addressing the following topics: investment planning, retirement planning, insurance planning, tax planning, education planning, portfolio reviews, asset allocation, real estate planning and estate planning. Under this program, the role of your investment advisor representative as a financial planner is to find ways to help you understand your overall financial situation and help you set financial objectives. Monument Capital Management also provides modular written financial plans which only cover those specific areas of concern mutually agreed between us. A modular (segmented) written financial plan is limited and does not involve the creation of a full written financial plan. You should be aware that other important issues may not be taken into consideration when your investment advisor representative develops his analysis and recommendations under a modular written financial plan. Written financial plans prepared by Monument Capital Management may include specific recommendations of individual securities.

Monument Capital Management also provides consultations in order to discuss financial planning issues when you do not need a written financial plan. Monument Capital Management offers a one-time consultation, which covers mutually agreed upon areas of concern related to investments or financial planning. Monument Capital Management also offers “as-needed” consultations which are limited to

consultations with us in response to a particular investment or financial planning issue raised or a request made by you. Under an “as-needed” consultation, you identify those particular issues needing our advice or consultation.

To begin the process for either a full or modular (segmented) written plan, our representatives meet with you to gather information and documentation needed to perform an analysis and review of your situation as well your objectives and goals. One or more meetings may be required in order to gather all needed information and determine the services best suited to help meet your needs. We rely on the information provided by you. Therefore, it is very important that the information you provide is complete and accurate. We are not responsible for verifying the information you supply. Our services do not include legal or tax advice. You are urged to work closely with your attorney, accountant or other professionals regarding your financial and personal situation.

Monument Capital Management also offers pension consulting services to benefit plan sponsors and to individual participants in benefit plans.

If requested by the client, Monument Capital Management may recommend the services of other professionals for implementation purposes, including Monument Capital Management’s investment advisor representatives in their individual capacities as a registered representatives of a broker-dealer and/or licensed insurance agents. (**See** disclosure below at Items 10.C). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Monument Capital Management. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client’s responsibility to promptly notify Monument Capital Management if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising our previous recommendations and/or services.

Monument Capital Management Wrap Program

Monument Capital Management provides investment management services on a wrap fee basis in accordance with its investment management wrap fee program (the “Program”). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program participants. Under the Program, Monument Capital Management is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure. All prospective Program participants should read our Wrap Fee Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. LPL Financial (“LPL”) shall serve as the custodian for Program accounts.

Wrap Program-Conflict of Interest. Under Monument Capital Management’s wrap program, the client receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the client **more or less than purchasing such services separately.** The terms and conditions of a wrap program engagement are more fully discussed in Monument Wealth Management’s Wrap Fee Program Brochure.

Miscellaneous

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by the client, Monument Capital Management may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. for a separate and additional fee per the terms and conditions of a *Financial Planning and Consulting Agreement*. **Please Note:** Monument Capital Management **does not** serve as an attorney or accountant, and no portion of our services should be construed otherwise. Accordingly, Monument Capital Management **does not** prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including representatives of Monument Capital Management in their separate individual capacities as representatives of LPL Financial ("LPL"), an SEC registered and FINRA member broker-dealer and as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Monument Capital Management and/or its representatives (**see** Item 10 below). **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by a Monument Capital Management representative that a client purchase a securities or insurance commission product from a Monument Capital Management representative in his/her individual capacity as a representative of LPL and/or as an insurance agent, presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from a Monument Capital Management representative. Clients are reminded that they may purchase securities and insurance products recommended by Monument Capital Management through other, non-affiliated broker-dealers and/or insurance agencies. **Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

Structured Notes. Monument Capital Management may purchase structured notes as part of the MWM Structured Notes Portfolio offered to clients. A structured note is generally a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. However, the MWM Structured Notes Portfolio may also contain structured notes that **do not** contain a debt security. A structured note is essentially a promissory note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets (such as the S&P 500 Index or commodities). It is this latter feature that makes structured products unique, as the payout can be used to provide some degree of principal protection, leveraged returns (but usually with some cap on the maximum return), and be tailored to a specific market or economic view. In addition, investors may receive long-term capital gains tax treatment if certain underlying conditions are met and the note is held for more than one year. There can be **no assurance** that any such product will prove profitable or successful. In light of the enhanced risks/rewards, a client may direct Monument Capital Management, in writing, not to direct any portion of their investing portfolio into the MWM Structured Notes Portfolio. **In the event that a client has any questions regarding the purchase of structured notes for their account, Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address them.**

Retirement Rollovers-Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Monument Capital Management recommends that a client roll over their retirement plan assets into an account to be managed by Monument Capital Management, such a recommendation creates a conflict of interest if Monument Capital Management will earn an advisory fee on the rolled over assets. No client is under any obligation to roll over retirement plan assets to an account managed by Monument Capital Management. **Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

ERISA / IRC Fiduciary Acknowledgment. If the client is: (i) a retirement plan ("Plan") organized under ERISA; (ii) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (iii) the beneficial owner of an IRA acting on behalf of the IRA; or (iv) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code: then the Registrant represents that it and its representatives are fiduciaries under ERISA or the Internal Revenue Code, or both, with respect to any investment advice provided by Monument Capital Management or its representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

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

eMoney Advisor Platform and Orion Advisor Services. Monument Capital Management may provide its clients with access to online platforms hosted by "eMoney Advisor" ("eMoney") and Orion Advisor Services ("Orion"). The eMoney platform and Orion, through its use of Quovo, allow clients to view their complete asset allocation, including those assets that Monument Capital Management does not manage (the "Excluded Assets"). Monument Capital Management does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Monument Capital Management shall not be responsible for the investment performance of the Excluded Assets. Rather, the client and/or their advisor(s) that maintain management authority for the Excluded Assets, and not Monument Capital Management, shall be exclusively responsible for such investment performance. The client may choose to engage Monument Capital Management to manage some or all of the Excluded Assets pursuant to the terms and conditions of an Investment Advisory Agreement between Monument Capital Management and the client.

Additionally, the eMoney platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or

recommendations provided by Monument Capital Management. Finally, Monument Capital Management shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the eMoney platform without Monument Capital Management's assistance or oversight.

Please Note: Cash Positions. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being **no guarantee** that such anticipated market conditions/events will occur), Monument Capital Management maintains cash positions for defensive purposes. All cash positions (money markets, etc) shall be included as part of assets under management for purposes of calculating Monument Capital Management's advisory fee. **Please Further Note:** When the account is holding cash positions, those cash positions will be subject to the same fee schedule as set forth above. **Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client or prospective client may have regarding the above fee billing practice.**

Private Investment Funds. Monument Capital Management does not utilize private investment funds in any of its investment portfolios. However, Monument Capital Management's investment advisor representatives, in their separate capacities as registered representatives of LPL, may recommend the purchase of income producing alternative investments. To the extent that Monument Capital Management's investment advisory representatives do recommend the purchase of a private investment fund (alternative investment) in their separate capacities as registered representatives of LPL, the client's position in the private investment fund (alternative investment) will not be considered assets under management by Monument Capital Management and will be excluded when calculating the client's advisory fee. **Please note:** Clients are not required to engage Monument Capital Management's investment advisory representatives in their separate capacities as registered representatives of LPL. Furthermore, no client is obligated to invest in any private fund (alternative investment).

Portfolio Activity. Monument Capital Management has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Monument Capital Management will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Monument Capital Management determines that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Monument Capital Management will be profitable or equal any specific performance level(s).

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

Disclosure Statement. A copy of our written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of an Advisory or Financial Planning Agreement.

Fee Differentials. As indicated in Item 5 below, in certain circumstances, Monument Capital Management, in its sole discretion, may charge a different fee (higher or lower) to its clients based upon various objective and subjective factors, including, but not limited to: the amount and composition of the assets placed under Monument Capital Management's management, the complexity of the engagement, the potential for additional deposits, your relationship and history with Monument Capital Management, and the level and scope of the overall investment advisory services to be rendered. As a result of these factors, the services to be provided by Monument Capital Management to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

When providing asset management services, Monument Capital Management typically constructs each client's account holdings using primarily ETFs to build diversified portfolios. We do not typically attempt to time the market but we may increase cash holdings modestly, as deemed appropriate, based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles or special tax situations. Please refer to **Item 8, Methods of Analysis, Investment Strategies and Risk of Loss** for more information.

Monument Capital Management's services are provided based on the individual needs of each client. This means, for example, that clients are given the ability to impose restrictions on the accounts we manage for them, including specific investment selections and sectors. We work with each client on a one-on-one basis through interviews and questionnaires to determine their investment objectives and suitability information. However, we reserve the right to not enter into an investment advisor relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Client Assets Managed by Monument Capital Management

As of December 31, 2017, Monument Capital Management had \$252,538,228 in assets under management on a discretionary basis and \$23,928,012 in assets under management on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in **Item 4 – Advisory Business**, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements.

Asset Management Services

We are the sponsor of the Monument Capital Management Wrap Program ("Monument Capital Management Program"), a wrap fee program developed through an arrangement using LPL Financial Corporation's ("LPL") Strategic Wealth Management platform and/or TD Ameritrade Institutional, Division of TD Ameritrade Inc., member FINRA/SIPC ("Ameritrade"). Through the Monument Capital Management Program, we provide investment management services, including providing continuous investment advice to and making investments for you based on your goals and investment objectives. Through this service, we offer several investment programs designed to help our clients meet their specific goals and investment objectives.

Monument Capital Management Program accounts are custodied at either LPL or Ameritrade in their respective capacities as a registered broker/dealers, and members of FINRA/SIPC. LPL and Ameritrade provide clearing, custody and other brokerage services for accounts established through the Monument Capital Management Program. Therefore, you are required to establish a brokerage account(s) through LPL's Strategic Wealth Management platform and/or Ameritrade. Separate accounts are maintained for you, and you retain all rights of ownership of your accounts (e. g., the right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

The Monument Capital Management Program accounts allow you to authorize us to purchase and sell, on a discretionary basis only, portfolios consisting of securities and investments. We may limit our discretion with respect to your account and the securities eligible to be purchased for your account. See **Item 16 - Investment Discretion** for information concerning discretionary authority.

Under the Monument Capital Management Program, we are able to offer participants discretionary investment management services, for a negotiable single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee is negotiable and generally ranges up to a maximum annual fee of 1.75% of assets under management, which shall be based upon various objective and subjective factors, including, but not limited to: the amount and composition of the assets placed under Monument Capital Management's management, the complexity of the engagement, the potential for additional deposits, your relationship and history with Monument Capital Management, and the level and scope of the overall investment advisory services to be rendered. As a result of these factors, the services to be provided by Monument Capital Management to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. (See also Fee Differential discussion in **Item 4 – Advisory Business** above.) In certain limited circumstances, Monument Capital Management may, in its sole discretion, offer its services on a fixed annual fee basis.

The annual fee is prorated and paid quarterly in advance through a direct debit to your account. The custodian is responsible for calculating and debiting all fees from your accounts with your written authorization. Those advisory fees are then paid directly to us. Fees are generally based on the account's asset value as of the last business day of the prior calendar quarter. Fees for accounts opened at any time other than the beginning of a quarter are prorated based on the number of days remaining in the initial quarter. Additional deposits and withdrawals will be added or subtracted from portfolio assets on a prorated basis to adjust the Account Fee.

Please Note - Margin Accounts: Monument Capital Management does not generally recommend the use of margin. However, should a client determine to use margin, Monument Capital Management will include the entire market value of the margined assets when computing its advisory fee. Accordingly, the Monument Capital Management's fee shall be based upon a higher margined account value, resulting in Monument Capital Management earning a correspondingly higher advisory fee. As a result, the potential of conflict of interest arises since Monument Capital Management may have an economic disincentive to recommend that the client terminate the use of margin. **Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to discuss the above.**

Prior to engaging us to provide investment management services, you are required to enter into a formal investment advisory agreement with us setting forth the terms and conditions, including the amount of

investment advisory fees, under which we manage your assets and also a separate custodial/clearing agreement with LPL and/or Ameritrade.

The Monument Capital Management Program account is a wrap fee account, meaning you do not pay transaction charges associated with trade execution. The Monument Capital Management Program may cost you more or less than if the assets were held in a traditional brokerage account.

Either party may terminate the agreement for services at any time by providing written notice to the other party. Termination is effective immediately upon receipt of the termination notice. Fees are prorated based on the number of days that services were actually provided during the final quarter and any prepaid, unearned fees are promptly refunded to you.

General Description of Our Programs

MWM Global Macro Opportunities ETF Portfolio – (ETF Portfolio) - Tax efficient and globally diversified portfolio comprised entirely of exchange traded funds (ETFs). We conduct macro-economic analysis to select ten (10) to fifteen (15) ETFs that provide exposure to selected equity indices, sectors and asset classes.

MWM Dividend Portfolio - A concentrated individual stock portfolio designed to provide returns driven by dividend income and growth by purchasing individual securities that have an acceptable current yield and a history of dividend safety and growth. We identify twenty (20) stocks with a history of increasing dividends.

MWM Strategic Growth Portfolio - A concentrated individual stock portfolio designed to provide high equity growth returns. We collect data from a variety of research providers to identify twenty (20) companies with increasing earnings estimates that we anticipate will reflect high growth.

MWM Structured Notes Portfolio – a portfolio designed to invest in structured notes issued by credit worthy institutions that focus on maturity dates between 12-18 months, track two indices and provide some level of downside protection in exchange for a set coupon amount at maturity.

MWM Strategic Income Portfolio – a concentrated portfolio designed to invest in mutual funds, ETFs, and Business Development Companies which provide exposure to managers and sectors that represent certain investment themes determined by the investment management committee.

Financial Planning and Consulting Services

Written Financial Plans

Financial planning fees can be charged as either a fixed fee as mutually determined, and fees are disclosed prior to any services being provided. A retainer will be due at the time the client agreement is signed, with the remainder due upon presentation of the plan.

Fixed fees generally range from \$2,500 to \$25,000 and are negotiable based on the actual services provided, the representative providing the services, the complexity of your situation, other advisory services provided and your history and relationship with us. We quote the fee to you before services are provided and fees are due at the time the client agreement is signed. Note that we do not charge more than \$1,200 more than six months in advance, so the requested plan will be provided to you within six

months from signing the agreement as long as all required information has been provided to us. If you contract for a full written plan, you receive ongoing financial planning services for a one-year period at no additional charge. These services include consultations, reviews and updates regarding any topic included in the original plan. Our Written Financial planning services are renewable on an annual basis. Prior to the completion of your annual written financial planning term, Monument Capital Management offers clients the opportunity to renew the engagement for another year.

Either party can terminate any financial planning services at any time by providing written notice to the other party. Termination is effective immediately. If services are terminated prior to the plan being presented, you receive a full refund of all prepaid fees. If ongoing services are terminated after the plan has been presented, there is no refund since the ongoing services are provided at no additional charge.

Limited and Advisement Consultations

If you do not need a written financial plan, you may contract with us for limited consultation services. These consultations can cover any topics or areas of interest or concern to you and can be a single event or involve multiple meetings.

Consultation fees can be charged as a fixed fee as determined jointly by you and us, and fees are disclosed prior to any services being provided.

Fixed fees generally range from \$2,500 to \$25,000 and are negotiable based upon the actual services provided, the representative providing the services, the complexity of your situation, other advisory services provided and your history and relationship with us. For multiple consultations charged as a fixed fee, we may require a retainer of 50% of the previously quoted fixed fee to be paid at the time the client agreement is signed. The balance of the fee is due upon completion of the consultations and receipt of our billing statement.

Monument Capital Management also offers advisement consultations to participants in benefit plans (401(k) plans, profit sharing plans, etc.). Advisement consultations can be provided as a one-time service or as an on-going service (one-year). When providing these services, we review your financial situation, goals and objectives as well as the investment options available in the benefit plan. Although we do not make judgments on the quality or value of the specific investment choices available to you, we do make recommendations regarding asset allocation and investment selections for the investment portfolio in the plan.

We review your retirement plan account at intervals that we mutually agree upon and make recommendations from the list of your available retirement plan investment option that we deem appropriate and consistent with your stated investment objectives and risk tolerance. These services do not constitute asset management services for your retirement plan account; we do not have investment discretion or trading authority over your retirement plan account. You determine whether or not to implement our advice. Implementing any trades in your retirement plan account is your responsibility.

Advisement services are charged at the same hourly and fixed fee rates as described above for limited consultations. At our sole discretion, and based upon the actual services provide and your relationship to the firm, we may waive our fees for a one-time advisement consultation.

One-time consulting services automatically terminate upon completion of the consultation. Either party may also terminate consulting services by providing written notice to the other, and termination is

effective immediately. In the event that consultation services are terminated, there are no fees or penalties due and any prepaid fees are promptly refunded.

Additional Information Regarding Fees

General Information Regarding Fees

As discussed below, unless the client directs otherwise or an individual client's circumstances require, Monument Capital Management shall generally recommend that Monument Capital Management her LPL or Ameritrade serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as LPL and Ameritrade charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). Advisory clients who choose to engage Monument Capital Management on a wrap-fee basis will not incur these broker-dealer fees in addition to Monument Capital Management's wrap-fee. However, in addition to Monument Capital Management's investment management fee, all clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

Accommodation Account Fees

Clients may request that Monument Capital Management maintain accounts on their behalf on an accommodation basis. Monument Capital Management shall not be responsible for the management of these accounts. Instead, the client and/or their other advisors that maintain trading authority, and not Monument Capital Management, shall be exclusively responsible for the investment performance of the Excluded Assets. However, Monument Capital Management shall impose a nominal annual fee of eight basis points (0.08%), payable quarterly in advance based upon the value of the accommodation account as of the last day of the previous quarter, on any such accommodation accounts maintained by the client at Ameritrade.

Additional Compensation

Securities Commission Transactions. In the event that the client desires, the client can engage Monument Capital Management's representatives, in their individual capacities, as registered representatives of LPL, a FINRA member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through LPL, LPL will charge brokerage commissions to effect securities transactions, a portion of which commissions LPL shall pay to Monument Capital Management's representatives, as applicable. The brokerage commissions charged by LPL may be higher or lower than those charged by other broker-dealers. In addition, LPL, as well as Monument Capital Management's representatives, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.

Conflict of Interest: The recommendation that a client purchase a commission product from LPL presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Monument Capital Management's representatives. **Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA,**

remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Please Note: Clients may purchase investment products recommended by Monument Capital Management through other, non-affiliated broker dealers or agents.

Monument Capital Management does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products Monument Capital Management recommends to its clients.

When our representatives sell an investment product on a commission basis, Monument Capital Management does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, Monument Capital Management's representatives do not also receive commission compensation for such advisory services (except for any ongoing 12b-1 trailing commission compensation that may be received as previously discussed). **However,** a client may engage Monument Capital Management to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from its representatives on a separate commission basis.

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

Performance-based fees are fees based on a share of capital gains or capital appreciation of the assets held within a client's account. We do not charge or accept performance-based fees.

Item 7 – Types of Clients

Monument Capital Management's clients shall generally include individuals, high net worth individuals, trusts, and estates. We do not generally require an annual minimum fee or an aggregate minimum account value for our investment advisory services. Monument Capital Management, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). **Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client may have regarding its advisory fee schedule.

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

Methods of Analysis

Monument Capital Management may use charting, cyclical, fundamental and technical analysis when considering investment strategies and recommendations for clients. Our primary method of investment strategy and analysis is fundamental.

Fundamental. This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short).

Charting. Charting is a technical analysis that charts the patterns of stocks, bonds and commodities to help determine buy and sell recommendations for clients. It is a way of gathering and processing price and volume information in a security by applying mathematical equations and plotting the resulting data onto graphs in order to predict future price movements. A graphical historical record assists the analyst in spotting the effect of key events on a security's price, its performance over a period of time and whether it is trading near its high, near its low or in between. Chartists believe that recurring patterns of trading, commonly referred to as indicators, can help them forecast future price movements.

Cyclical. Cyclical analysis looks at recurring periods of expansion and contraction that can impact a company's profitability and cash flow. Cyclical stocks tend to rise quickly when the economy turns up and fall quickly when the economy turns down (i.e., housing, automobiles, telecommunications, paper, etc.). Non-cyclical industries (i.e., food, insurance, drugs, health care, etc.) are not as directly impacted by economic changes.

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

There are risks involved in using any analysis method. Fundamental analysis takes a long-term approach to analyzing markets, often looking at data over a number of years. The data reviewed is released over years (e.g., quarterly financial statements). Technical analysis uses a shorter timeframe—often weeks or days. The price and volume data reviewed is released on a daily basis. Therefore, fundamental analysis could mean a gain is not realized until a security's market price rises to its "correct" value over the long run--perhaps several years.

As a general statement, technical analysis is used for a trade while fundamental analysis is used for an investment. It could also be said that traders buy assets they believe they can sell to someone else at a greater price while investors buy assets they believe will increase in value. The frequency of trading securities using technical analysis could have both a positive or negative impact and could also lead to increased brokerage and transaction costs, thus lowering performance. The less frequent trading

practices of fundamental analysis could also have a positive or negative impact on a client's portfolio value, but likely has reduced brokerage and transaction costs.

Cyclical analysts look for patterns to help identify the direction the market is going at any given time. However, patterns and expected ranges or time frames may not occur as anticipated due to any number of factors (i.e., natural disasters, political upheaval, etc.). This could also be true of charting analysis.

To conduct analysis, Monument Capital Management gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC and company press releases.

Investment Strategies

Monument Capital Management uses the following investment strategies when managing client assets and/or providing investment advice:

- Long term purchases. Investments held at least a year
- Short term purchases. Investments sold within a year.
- Trading. Investments sold within 30 days.
- Options. (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

Monument Capital Management's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Monument Capital Management must have access to current/new market information. Monument Capital Management has no control over the dissemination rate of market information; therefore, unbeknownst to Monument Capital Management, certain analyses may be compiled with outdated market information, severely limiting the value of the Monument Capital Management's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Monument Capital Management's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

In addition to the fundamental investment strategies discussed above, Monument Capital Management may also implement and/or recommend options transactions. This strategy has a high level of inherent risk. (See discussion below).

Covered Call Writing. Covered call writing is the sale of in-, at-, or out-of- the money call option against a long security position held in a client portfolio. This type of transaction is used to generate income. It also serves to create downside protection in the event the security position declines in value. Income is received from the proceeds of the option sale. Such income may be reduced to the extent it is necessary to buy back the option position prior to its expiration. This strategy may involve a degree of trading velocity, transaction costs and significant losses if the underlying security has volatile price movement. Covered call strategies are generally suited for companies with little price volatility.

Primarily Recommend One Type of Security

Monument Capital Management primarily recommends ETFs for client investments. In simple terms, ETFs are funds that hold all the securities in an index (e.g., the U.S. Dow) and trade like a stock. In an ETF, the manager's job is to keep the portfolio as close to its index as possible rather than to make judgments on a single security. To keep the portfolio aligned with its index, the manager must buy the stock in the index regardless of the security's price. There are also risks associated with ETFs:

- **Geographical Limitations:** The United States has many ETF products but some countries have only a few ETFs available with limited products (e.g., only large-cap products).
- **Trading Limitations:** If ETFs have large trading volumes, the advantage of purchasing it over an index or equity diminishes. In addition, active ETFs can increase trading fees and expenses.
- **Investment Horizon Limitation:** The trading opportunities of an ETF may be more suitable for a short-term investor than a long-term investor.
- **Inactivity Limitation:** Some ETFs are not as actively traded as others and investing in actively managed mutual fund may be more effective.
- **Tax Limitations:** Tax laws vary from state to state and country to country. For foreign investments, it may be more advantageous to find another product.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, ETFs and bonds) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through our investment management program.

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

- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in a an ETF or mutual fund, you may bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients may also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

Item 9 – Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Monument Capital Management is an independent registered investment registered advisor and only provides investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment advisor representatives with us.

Registered Representative of a Broker/Dealer

Our representatives are also registered representatives of LPL Financial Services, a securities broker/dealer. You may work with your investment advisor representative in his separate capacity as a registered representative of LPL Financial Services. When acting in this separate capacity, your investment advisor representative may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds and variable annuity and variable life products to you. As such, your investment advisor representative may suggest that you implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. This receipt of commissions creates an incentive to recommend those products for which your investment advisor representative will receive a commission in his or her separate capacity as a registered representative of a securities broker/dealer. Consequently, the objectivity of the advice rendered to you could be biased.

You are under no obligation to use the services of our representatives in this separate capacity or to use LPL Financial Services and can select any broker/dealer you wish to implement securities transactions. If you select our representatives to implement securities transactions in their separate capacity as registered representatives, they must use LPL Financial Services. Prior to effecting any transactions, you are required to enter into a new account agreement with LPL Financial Services. The commissions charged by LPL Financial Services may be higher or lower than those charged by other broker/dealers. In addition, the registered representatives may also receive additional ongoing 12b-1 fees for mutual fund purchases from the mutual fund company during the period that you maintain the mutual fund investment.

Please Note: As discussed previously, certain associated persons of Monument Capital management are registered representatives of LPL. As a result of this relationship, LPL may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about Monument Capital Management's clients, even if the client does not establish an account through LPL. If you would like a copy of the LPL privacy policy, please contact Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA.

Insurance Agent

You may work with your investment advisor representative in his separate capacity as an insurance agent. When acting in this separate capacity as an insurance agent, our representative may sell, for commissions, general disability insurance, life insurance and annuities to you. As such, your investment advisor representative, in his separate capacity as an insurance agent, may suggest that you implement Monument Capital Management's recommendations by purchasing disability insurance, life insurance or annuities. Receiving commissions creates an incentive to recommend those products for which your investment advisor representative receives a commission in his separate capacity as an insurance agent. Consequently, the objectivity of the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through your investment advisor representative.

Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

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

Monument Capital Management maintains an investment policy relative to personal securities transactions. This investment policy is part of our overall Code of Ethics, which serves to establish a standard of business conduct for all of our representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

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

Neither we nor any related person of Monument Capital Management recommends, buys, or sells for client accounts, securities in which Monument Capital Management or any related person of Monument Capital Management has a material financial interest.

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

Monument Capital Management has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of our “Access Persons.” Our securities transaction policy requires that an Access Person of Monument Capital Management must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report quarterly, addressing any changes in the Access Person’s holdings from the previous quarter, and annually, detailing Access Person’s current securities holdings, thereafter on a date Monument Capital Management selects; provided, however that at any time that Monument Capital Management has only one Access Person, he or she shall not be required to submit any securities report described above.

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

Item 12 – Brokerage Practices

If you wish to implement our advice yourself, you are free to select any broker you wish. If you wish to have our representatives implement the advice in their separate capacity as registered representatives, LPL Financial Corporation is used. Our representatives are registered representatives of LPL and are required to use the services of LPL when acting in this capacity. LPL has a wide range of approved securities products for which it performs due diligence prior to selection. LPL's registered representatives are required to adhere to these products when implementing securities transactions through LPL. Commissions charged for these products may be higher or lower than commissions clients may be able to obtain if transactions were implemented through another broker/dealer.

Because our representatives are also registered representatives of LPL, LPL provides compliance support to them. LPL also provides our representatives, and therefore us, with back-office operational, technology and other administrative support.

If you wish to implement our advice through any of the programs described in this Disclosure Brochure, LPL and/or Ameritrade will be used as the broker/dealer and/or custodian. We recommend broker/dealers and custodians that we feel provide services in a manner and at a cost that will allow us to meet our duty of best execution.

While there is no direct linkage between the investment advice given to you and our recommendation of LPL and/or Ameritrade, economic benefits may be provided to us by LPL and/or Ameritrade that are not provided if you select another broker/dealer or account custodian. These benefits may include:

- Negotiated costs for transaction implementation
- Access to a real-time order matching system
- Electronic download of trades, balances and position information
- Access, for a fee, to an electronic interface with the account custodian's software
- Duplicate and batched client statements, confirmations and year-end reports

Best Execution

Clients are under no obligation to act on the financial planning recommendations of Monument Capital Management. If we assist in implementing any recommendations, we are responsible to ensure that the client receives "best execution".

While, as a fiduciary, our firm endeavors to act in its clients' best interests, Adviser's recommendation that clients maintain their assets in accounts at LPL and/or Ameritrade may be based in part on the benefit to our firm of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost, or quality of custody and brokerage services provided by LPL or Ameritrade, which may create a potential conflict of interest.

As a result of receiving such products and services for no cost, we have an incentive to continue to place client trades through broker-dealers that offer those products and services. This interest conflicts with the clients' interest of obtaining the lowest trade rate available. Therefore, we must determine in good faith, that such commissions are reasonable.

Handling Trade Errors

Monument Capital Management has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by Monument Capital Management if the error is caused by the firm. If the error is caused by the broker/dealer, the broker/dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. Monument Capital Management may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons). Monument Capital Management will never benefit or profit from trade errors.

Block Trading Policy

We may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when we believe such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

Monument Capital Management has decided to utilize the average price allocation method for transaction allocation. Under this procedure we calculate the average price and transaction charges for each transaction included in a block order and assign the average price and transaction charge to each allocated transaction executed for the client's account.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Clients contracting for modular (segmented) written financial plans do not receive account reviews. Clients contracting for full written plans receive on-going financial planning services for a one-year period that can include plan reviews and updates. We recommend that all clients have their financial situation reviewed and updated at least annually. Managed accounts are reviewed on an ongoing basis.

While the calendar is the main triggering factor, reviews can also be conducted at your request, a change in your financial situation, or unusual market activity or economic conditions. David Armstrong and Dean Catino are responsible for reviewing all accounts. Account reviews include checking investment strategy and objectives for a possible change in strategy and objectives.

Statements and Reports

You receive statements at least quarterly from the investment company, broker/dealer, clearing firm or money manager where your account is maintained. Additionally, Monument Capital Management may provide performance reports to you quarterly at no additional charge. These reports should be compared against the reports received from your account custodian. You can request a report from us at any time.

Financial planning clients do not receive any report other than the written plan originally contracted for.

Item 14 – Client Referrals and Other Compensation

Monument Capital Management does not directly or indirectly compensate any person for client referrals. Monument Capital Management currently maintains a fifty percent (50%) revenue sharing agreement with Wiseman & Associates, an unaffiliated insurance agency. **Conflict of Interest:** The recommendation by Monument Capital Management's representatives that a client purchase insurance products from Wiseman & Associates presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend Wiseman & Associates based on compensation received, rather than on a particular client's need. No client is under any obligation to purchase any products from Wiseman & Associates. **Monument Capital Management's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

Please see **Item 5 - Fees and Compensation**, **Item 10 - Other Financial Industry Activities and Affiliations** and **Item 12 - Brokerage Practices**, for additional discussion concerning other compensation.

Item 15 – Custody

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

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

Item 16 – Investment Discretion

The client can determine to engage Monument Capital Management to provide investment advisory services on a discretionary basis. Prior to Monument Capital Management assuming discretionary

authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming Monument Capital Management as the client's attorney and agent in fact, granting Monument Capital Management full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Monument Capital Management on a discretionary basis may, at anytime, impose restrictions, **in writing**, on our discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Monument Capital Management's use of margin, etc.).

Item 17 – Voting Client Securities

Monument Capital Management does not vote proxies on your behalf. You should read through the information provided with the proxy-voting documents and make a determination based on the information provided. If requested, we may provide limited clarifications of the issues presented in the proxy voting materials based on our understanding of issues presented in the proxy-voting materials. However, you have the ultimate responsibility for making all proxy-voting decisions.

With respect to assets managed by any outside money manager, we do not vote the proxies associated with these assets. You need to refer to each outside money manager's disclosure brochure to determine whether the outside money manager will vote proxies on your behalf. You may request a complete copy of sub-advisor's proxy voting policies and procedures as well as information on how your proxies were voted by contacting Monument Capital Management at the address or phone number indicated on Page 1 of this disclosure document.

Item 18 – Financial Information

Monument Capital Management does not solicit fees of more than \$1,200, per client, six months or more in advance.

Monument Capital Management is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

Monument Capital Management has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Monument Capital Management's Chief Compliance Officer, David B. Armstrong, CFA, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.

Customer Privacy Policy Notice

The information contained in this section will also be disclosed in Monument Capital Management's Privacy Policy Statement. This statement will be provided to all clients in accordance with the rules and regulations of the *Gramm-Leach-Bliley Act of 1999*.

Commitment to Your Private Information. Monument Capital Management has a policy of protecting the confidentiality and security of information we collect about our clients. We do not, and will not, share non-public personal information ("Information") about you with outside third parties without your consent, except for the specific purposes described below. This notice has been provided to you to describe the Information we may gather and the situations under which we may need to share it.

Why We Collect and How We Use Information. We limit the collection and use of Information within our firm to only those individuals associated or employed with us that must have Information to provide financial services to you. Such services include maintaining your accounts, processing transaction requests, and providing the advisory services described in our Form ADV.

How We Gather Information. We get most Information directly from you when you provide us with information from any of the following sources:

- Applications or forms (e.g., name, address, Social Security number, birth date, assets, income, financial history)
- Transactional activity in your account (e.g., trading history and account balances)
- Information services and consumer reporting sources (e.g., to verify your identity or to assess your credit history)
- Other sources with your consent (e.g., your insurance professional, attorney or accountant)

How We Protect Information. Our employees and affiliated persons are required to protect the confidentiality of Information and to comply with our stated policies. They may access Information only when there is an acceptable reason to do so, such as to service your account or provide you with financial services. Employees who violate our Privacy Policy are subject to disciplinary action, up to and including termination from employment with us. We also maintain physical, electronic and procedural safeguards to protect Information, which comply with applicable SEC, state and federal laws.

Sharing Information with Other Companies Permitted Under Law. We do not disclose Information obtained in the course of our practice except as required or permitted under law. Permitted disclosures include, for instance, providing Information to unrelated third parties who need to know such Information in order to assist us with the provision of services to you. Unrelated third parties may include broker/dealers, mutual fund companies, insurance companies and the custodian with which your assets are held. In such situations, we stress the confidential nature of Information being shared.

Former Customers. Even if we cease to provide you with financial products or services, our Privacy Policy will continue to apply to you and we will continue to treat your non-public information with strict confidentiality.

Class Action Lawsuits

Client retains the right under applicable securities laws to initiate individually a lawsuit or join a class-action lawsuit against the issuer of a security that was held, purchased or sold by or for client. Monument Capital Management does not initiate such a legal proceeding on behalf of clients and does not provide legal advice to clients regarding potential causes of action against such a security issuer and whether the client should join a class-action lawsuit. Monument Capital Management recommends that you seek legal counsel prior to making a decision regarding whether to participate in such a class-action lawsuit. Moreover, our services do not include monitoring or informing clients of any potential or actual class-action lawsuits against the issuers of the securities that were held, purchased or sold by or for you.

Business Continuity Plan

Monument Capital Management has a business continuity and contingency plan in place designed to respond to significant business disruptions. These disruptions can be both internal and external. Internal disruptions will impact our ability to communicate and do business, such as a fire in the office building. External disruptions will prevent the operation of the securities markets or a number of firms, such as earthquakes, wildfires, hurricanes, terrorist attack or other wide-scale, regional disruptions.

Monument Capital Management's continuity and contingency plan has been developed to safeguard employees' lives and firm property, to allow a method of making financial and operational assessments, to quickly recover and resume business operations, to protect books and records, and to allow clients to continue transacting business.

The plan includes:

- Alternate locations to conduct business;
- Hard and electronic back-ups of records;
- Alternative means of communications with employees, clients, critical business constituents and regulators; and
- Details on the advisor employee succession plan

Monument Capital Management's business continuity and contingency plan is reviewed and updated on a regular basis to ensure that the policies in place are sufficient and operational.