



GRID 202 LLC d/b/a

# Re-Envision Wealth

Form ADV Part 2A

March 28, 2024

301-233-7903

[re-envisionwealth.com](https://re-envisionwealth.com)

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This brochure provides information about the qualifications and business practices of GRID 202, LLC d/b/a Re-Envision Wealth. If you have any questions about the contents of this brochure, please contact Keith Beverly at (301) 233-7903.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about GRID 202, LLC d/b/a Re-Envision Wealth, also is available on the SEC's website at [www.adviserinfo.sec.gov](https://www.adviserinfo.sec.gov).

While the firm and its associates may be registered with The Securities and Exchange Commission ("SEC") and other jurisdictions, it does not imply a certain level of skill or training on the part of the firm or its associated personnel.

## Item 2 - Material Changes

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's Website: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), or you may contact our firm at (301) 233-7903

As with all firm documents provided to our clients and prospective clients, you are encouraged to review this brochure in its entirety and are encouraged to ask questions at any time prior to or throughout the engagement.

Material Changes since last annual update:

- SPVs were transferred to a new separate entity (Democratizing Capital, LLC).
- Some SMAs were transferred to a new separate entity (Re-Envision Capital, LLC).

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Important Note: Throughout this document, GRID 202, LLC d/b/a Re-Envision Wealth. may be referred to by the following terms: "Re-Envision Wealth," "the firm," "we," "us," or "our." The client or prospective client may be referred to as "you," "your," etc.

## Item 4 - Advisory Business

### A. Description of Our Advisory Firm

Re-Envision Wealth is an SEC-registered firm that was formed in 2018. In addition to our registration as an investment advisor in Securities and Exchange Commission ("SEC"), our firm and its associates may notice file, register or meet certain exemptions to registration in other states in which we conduct business. Mr. Keith Beverly, noted in Item 19 of this brochure, is our firm's principal, supervisor and majority shareholder. In October 2022, the firm merged with Dare to Dream Financial Planning, LLC.

### B. Description of Advisory Services Offered

To begin, a complimentary interview is conducted by a representative of our firm to determine the scope of services to be provided. During or prior to this meeting, we will provide you with our current ADV Part 2A brochure that incorporates our Privacy Policy. Should you wish to engage our firm, we must enter into a written agreement; thereafter discussion and analysis will be conducted to determine your financial needs, goals, holdings, etc. Depending on the scope of the engagement, we may require current copies of the following documents:

- Wills, codicils and trusts;
- Recent spending plan;
- Insurance policies;
- Mortgage information;
- Tax returns;
- Current financial specifics including W2's or 1099s;
- Information on current retirement plans and benefits provided by your employer;
- Statements reflecting current investments in retirement and non-retirement accounts; and
- Completed risk profile questionnaires or other forms provided by our firm.

It is important that the information and financial statements you provide are accurate. We may, but are not obligated to, verify the information you have provided which will then be used in the financial planning or investment advisory process.

### **Financial Planning**

Adviser provides financial planning services on an hourly, project-basis, or by engaging the client in an ongoing financial planning arrangement. For hourly financial planning engagement, Adviser will discuss the financial planning topics to be covered during the engagement prior to providing an estimate of the number of hours required to complete the engagement. Project-based engagements are initiated in the same manner. For ongoing financial planning engagements, Adviser will work with the client over an extended period. This process commences with the collection of data to assess the financial planning needs of the client. Adviser then provides the client with a completed financial plan, and meets with the

client periodically to assist with implementation of the plan, and to update the plan according to changes in the financial situation of the client.

### **Cash Flow Analysis and Debt Management**

A review of your income and expenses will be conducted to determine your current surplus or deficit. Based upon the results, we will provide advice on prioritizing how any surplus should be used, or how to reduce expenses if they exceed your income. In addition, advice on the prioritization of which debts to repay may be provided, based upon such factors as the debt's interest rate and any income tax ramifications.

Recommendations may also be made regarding the appropriate level of cash reserves for emergencies and other financial goals. These recommendations are based upon a review of cash accounts (such as money market funds) for such reserves and may include strategies to save desired reserve amounts.

### **Risk Management**

A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring").

### **Employee Benefits**

A review is conducted, and analysis is made as to whether you, as an employee, are taking maximum advantage of your employee benefits. We will also offer advice on your employer-sponsored retirement plan and/or stock options, along with other benefits that may be available to you.

### **Personal Retirement Planning**

Retirement planning services typically include projections of your likelihood of achieving your financial goals, with financial independence usually the primary objective. For situations where projections show less than the desired results, a recommendation may include showing you the impact on those projections by making changes in certain variables (i.e., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

### **Estate Planning and Charitable Giving**

Our review typically includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents

We may assess ways to minimize or avoid estate taxes by implementing appropriate estate planning and charitable giving strategies. We are not a law firm, and we encourage you to consult with an experienced attorney when you initiate, update, or complete estate planning activities, and may provide you with contact information for attorneys who specialize in estate planning. We will participate in meetings or phone calls between you and your attorney with prior approval.

## **Education Planning**

Advice involving funding an education may include projecting the amount that will be needed to achieve post-secondary goals, along with savings strategies and the “pros-and-cons” of various college savings vehicles that are available. We are also available to review your financial picture as it relates to eligibility for financial aid or ways to contribute to family members’ educations.

## **Tax Preparation and Planning Strategies**

Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, recommendations may be offered as to which type of account(s) or specific investments should be owned based in part on their “tax efficiency,” with consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation. We are not an accounting firm, but we can provide you with contact information for various specialists when you wish to hire an accountant or tax attorney.

As part of our ongoing financial planning services, we do offer tax preparation and bookkeeping services through the use of third-party professionals at SSBM Consulting who we can refer you to as part of your financial planning engagement. These options will be discussed before entering into any agreement with us and will impact your total financial planning fee as explained in item 5 below.

## **Divorce Planning**

Separation or divorce can have a major impact on your goals and plans. We will work with you to help you gain an understanding of your unique situation and provide you with a realistic financial picture so that you are in a better situation to communicate with legal counsel, a mediator or soon to be ex-spouse. We can assist in the completion of cash flow and net worth projections, budgetary analysis, as well as help you to understand the financial consequences involving a settlement.

## **Investment Consultation**

Our investment consultation component often involves providing general information about the types of investment vehicles available, employee retirement plans and/or stock options, investment analysis and strategies, asset selection and portfolio design, as well as limited assistance if your investment account is maintained at another broker/dealer or custodian. The strategies and types of investments that may be recommended are further discussed in Item 8 of this brochure.

A range of variables can affect the development of a financial plan, such as the quality of your own records, complexity and number of current investments, diversity of insurance products and employee benefits you currently hold, size of the potential estate, and special needs of the client or their dependents, among others. At your request, we may concentrate on reviewing only a specific area, such as an employer retirement plan allocation, funding an education or estate planning issues, or evaluating the sufficiency of your current retirement plan. Note that when these services focus only on certain areas of your interest, your overall situation may not be fully addressed due to limitations you may have established. We will present you with a summary of our recommendations, guide you in the implementation of some or all of them per your decision, as well as offer you periodic reviews thereafter. In all instances involving our financial planning engagements, our clients retain full discretion over all implementation decisions and are free to accept or reject any recommendation we make

## **Investing Consulting Services**

You may also choose to engage our firm to implement the investment strategies we have recommended to you. Under our investment supervisory services engagement, we will provide an investment allocation that incorporates our model portfolios or a customized portfolio. We typically provide these services under a discretionary engagement agreement (defined in Item 16). With institutional clients, we may perform due diligence for a particular investment mandate. In such cases, we typically create a separate entity we would manage that would allow access to the recommended manager/s.

Our investment strategy and primary choice of investment vehicles is described in further detail in Item 8 of this brochure. Our investment supervisory services generally include the following:

- Investment strategy,
- Risk tolerance review,
- Asset allocation,
- Manager selection
- Due diligence on private market investments and managers,
- Due diligence on public market managers,
- Model portfolio selection,
- Regular portfolio monitoring, and
- Periodic rebalancing when necessary.

## **Wealth Management Services**

We typically provide these services under a discretionary engagement agreement (defined in Item 16).

We will assist you in preparing an investment policy statement (IPS), or similar document reflecting your investment objectives, time horizon, tolerance for risk, as well as any account constraints. Your IPS will be designed to be specific enough to provide future guidance while concurrently allowing flexibility to respond to changing market conditions. Since the IPS will to a large extent, be a product of the information and data you have provided, you will be responsible for reviewing and providing final approval of the document/plan. Clients of the wealth management service may receive financial planning at no additional cost.

Our services under the wealth management services engagement include, but are not limited to, the following:

- Refinement to your financial plan when necessary,
- Periodic investment consultation to ensure your investment allocations meet your objectives and tolerance for risk,
- IPS development and review,
- Due diligence on external investment managers
- Asset allocation, selection and modification when required,
- Customized portfolios,
- Regular portfolio monitoring, and
- Periodic rebalancing when necessary.

## **Educational Workshops & Speaking Engagements**

We may provide educational workshops on an “as announced” basis for groups desiring general advice on investments and personal finance. Topics may include issues related to wealth management, financial planning, retirement strategies, or various other economic and investment topics.

Our workshops are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person’s need nor do we provide individualized investment advice to attendees during our general sessions.

### **C. Client Tailored Services and Client Imposed Restrictions**

The firm’s services may be broad-based or more narrowly focused as you desire. Note that when these services focus only on certain areas of your interest or need, however, your overall financial situation or needs may not be fully addressed due to limitations you may have established.

All client restrictions and rescissions will be provided in writing; any oral direction of the client will be reduced to written form. These records will be reviewed and approved by a principal of the firm and retained per firm records retention policy.

### **D. Wrap Fee Programs**

Re-Envision Wealth, LLC does not participate in or sponsor wrap fee programs.

### **E. Client Assets Under Management**

As of March 25, 2024, Re-Envision Wealth, LLC. has \$90,233,813 in assets under its management at this time, all of which are managed on a discretionary basis.

## **General Information**

We do not provide legal services. With your consent, we may work with your other advisors (i.e., attorneys, accountants, etc.) to assist with coordination and implementation of accepted strategies. You should be aware that these other advisors may bill you separately for their services and these fees will be in addition to those of our firm.

Our firm will use its best judgment and good faith effort in rendering its services. Re-Envision Wealth, LLC cannot warrant or guarantee any particular level of account performance or that your account will be profitable over time. Past performance is not necessarily indicative of future results.

Except as may otherwise be provided by law, our firm will not be liable to the client, heirs, or assignees for any loss an account may suffer by reason of an investment decision made or other action taken or omitted in good faith by our firm with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; any loss arising from our adherence to your direction or that of your legal agent; any act or failure to act by a service provider maintaining an account.

Notwithstanding the preceding, nothing within our client agreement is intended to diminish in any way our fiduciary obligation to act in your best interest or in any way limit or waive your rights under federal



or state securities laws or the rules promulgated pursuant to those laws.

## Item 5 - Fees and Compensation

### A. Method of Compensation and Fee Schedule

Adviser's fees are negotiable based on the type of services provided and the needs of the client and are notated on the client agreement.

#### Investing Consulting Services

If you have engaged our firm for its investing consulting services or impact investing consulting services, your account will be assessed a blended, annualized asset-based fee and they are calculated based on the reporting period end value and as noted in the table below. Our minimum annual fee for this service is \$5,000.

Clients of investment consulting service are not charged an additional fee when assets are reallocated to a pooled investment vehicle managed by GRID

Assets Under Management	Annualized Asset-Based Fee
First \$5,000,000	1.0% or 100 Basis Points
Next \$5,000,000	0.90% or 90 Basis Points
Next \$5,000,000	0.80% or 80 Basis Points
Next \$10,000,000	0.65% or 65 Basis Points
Above \$25,000,000	Negotiable

#### Wealth Management Services

Under the firm's wealth management services program, you will be assessed a blended, annualized asset-based fee for accounts in which we provide our customized investment supervisory and financial planning services and they are calculated based on the reporting period end value and as noted in the following table.

Assets Under Management	Annualized Asset-Based Fee
First \$5,000,000	1.0% or 100 Basis Points
Next \$5,000,000	0.90% or 90 Basis Points
Next \$5,000,000	0.80% or 80 Basis Points
Above \$10,000,000	0.65% or 65 Basis Points
Above \$25,000,000	Negotiable

#### Ongoing Financial Planning

An upfront fee that covers the first 6 months of the engagement. The upfront fee ranges from \$2,500-20,000 based on the complexity of the client's financial situation. After the first six months, there will be a monthly fee of \$416.67-\$5,000 or a quarterly fee of \$1,250-\$15,000 paid in advance.

### **Project-based Financial Planning**

\$2,000-\$5,000 fees are negotiable based on the client of the client's financial situation. Half of the Fixed Fee is due upon execution of the agreement and the remaining portion upon plan delivery. GRID, however, will not accept payment of more than \$1200 more than 6 months in advance.

### **Hourly Fees**

Periodically, we may be engaged for our financial planning services under an hourly fee arrangement. Fees for these services range from \$250 to \$1000/hour. You will be billed in 30-minute increments and a partial increment will be treated as a whole.

### **Educational Workshops & Speaking Engagements**

Speaking engagements will range in price depending on the length, location and enrollment. The client and Advisor will agree on the fee associated with a specific engagement before it occurs. The fee will be collected at the conclusion of the engagement. The fee is negotiable at the discretion of the Advisor and services may be provided at no cost in certain cases. The fee is payable by check or Electronic Funds Transfer.

### **Householding Accounts**

For the benefit of potentially discounting your asset-based fees, we may aggregate accounts for the same individual or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member or incompetent person's account. Should, however, investment objectives be substantially different for any two or more household accounts requiring different investment approaches or operational requirements, we do reserve the right to apply our fee schedule separately to each account.

## **B. Client Payment of Fees**

### **Financial Planning and Investment Consultation Services**

You will be directly invoiced for our financial planning and investment consulting services. We do not withdraw fees for these services from a client's investment account unless they are part of a wealth management or investment supervisory services engagement. Financial planning fees are collected annually on the anniversary of the client initially engaging Re-Envision Wealth or quarterly.

### **Asset-Based Fees**

An annualized asset-based fees or minimum account fee will be billed quarterly, in arrears. An account's first billing cycle may occur once the agreement is executed and accounts are funded and this may be irrespective of a partial period under our management, however, a partial period will be assessed a prorated fee. Fee payments will generally be assessed within five or more business days following each calendar billing period. The Firm may require a higher fee for non-discretionary accounts.

For purposes of determining account asset values, securities and other investment instruments traded on a market in which actual transaction prices are publicly reported will be valued at the last reported sale price on the principal market in which they are traded. If there are no sales on such date, then they will be determined by the mean between the closing bid and asked price on that date. Other readily-marketable securities will be valued using a pricing service or through quotations from one or more

inter-market dealers. In the absence of a market value, we may seek an independent third party opinion or through a good faith determination by a qualified associate of our firm.

You will be required to authorize our firm in writing to allow the selected custodian or broker/dealer ("service provider") to deduct our advisory fees from your account and all fees will be clearly noted on your statements. In those jurisdictions where required, we will send you written notice of the fees to be deducted from your account and it will include the total fee assessed, covered time period, calculation formula utilized, and assets under management in which the fee has been based.

### C. Additional Client Fees

Specific product recommendations made by our firm usually involve "no-load" (i.e., no commission), if available, or low-load products. In some cases, such as insurance or actively-managed mutual funds if recommended, there may not be a suitable selection of no-load products available for recommendation.

Any transactional or custodial fees assessed by the selected service providers, individual retirement account fees or qualified retirement plan account termination fees will be borne by you and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to our firm for our services are separate from any transactional charges you may pay as well as those for mutual funds, exchange-traded funds (ETFs) or other investments of this type. Further information about fees in relationship to the firm's operational practices may be found in Item 12 of this document. Clients may also incur 12b-1 fees. 12b-1 fees are annual distribution fees related to mutual funds. They are operational expenses, and they're usually a part of a fund's expense ratio. These fees are separate from the normal management fee and are typically for marketing expenses.

### D. Charged Prepayment of Client Fees

#### **Advance Payment for Certain Services**

We may require an initial deposit for hourly financial planning and investment consultation engagements in the amount of one-half of the lower-end of the estimated fee range, which will be defined in your engagement agreement.

#### **Termination of Services**

Either you or we may terminate the agreement at any time, which is required to be in writing. Should you verbally notify our firm of the termination and, if in two business days following this notification we have not received your notice in writing, we will make a written notice of the termination in our records and send you our own termination notice as a substitute.

If you are a new client, you may terminate an agreement with our firm within five business days after the signing of our engagement agreement without penalty or charge. Should you terminate an engagement after this date, you may be invoiced for any time charges incurred by our firm in the preparation of your financial or investment allocation plan. In the case of any prepaid fees, we will promptly return any unearned amount upon receipt of a written termination notice.

For those accounts in which we provide investment supervisory or wealth management services, following termination notice, it will be yours or your legal representative's responsibility to ensure an immediate transfer is completed of any portfolio, account, or account residual to the receiving service

provider. Our firm will not be responsible for future allocations, transactional services or investment advice upon receipt of a termination notice.

#### E. External Compensation For the Sale of Securities to Clients

Our firm and its associates are engaged for fee-only services for investment recommendations or securities transacted in accounts where we have discretion. We attempt to recommend “no load” investments whenever appropriate. We do not charge or receive a commission or mark-up on your securities transactions, nor will the firm and our associates be paid a commission on your purchase of a securities investment that we recommend. We do not receive “trailer” or SEC Rule 12b-1 fees from an investment company offering that we may recommend. Fees charged by issuers are detailed in prospectuses or product descriptions and you are encouraged to read these documents before investing. Our firm and its associates receive none of these described or similar fees or charges.

With the exception of our model portfolios offered through our investment supervisory services, you will always have the option to purchase recommended investments through your selected service provider.

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

Our fees to non-pooled investment vehicle clients will not be based upon a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as “performance-based fees.” Performance-based compensation may create an incentive for a firm to recommend an investment that may carry a higher degree of risk to a client. Re-Envision Wealth, LLC does not use a performance-based fee structure because of the potential conflict of interest this type of fee structure may pose. Side-by-side management refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not; this type of arrangement, and the conflict of interest it may pose, does not conform to our firm’s practices. The firm may receive performance fees/carried interest pertaining to the pooled investment vehicles kit advises. The carried interest or incentive distribution is effectively equivalent to a percentage of a pooled investment vehicle’s net profits, subject to certain terms and conditions set forth in the governing documents of a pooled investment vehicle.

#### Item 7 - Types of Clients

We provide our services to individuals, families, institutions, and pooled investment vehicles to assist them in meeting their financial objectives in what is believed to be a cost-effective way. Clients are typically affluent and high net worth households committed to aligning their personal values with their investments. Our ability to provide our services depends on access to important information. Accordingly, you are expected to provide us with an adequate level of information and supporting documentation throughout the term of the engagement, including but not limited to source of funds, income levels, your (or your legal agent’s) authority to act on behalf of the account, among other information. This helps us determine the appropriateness of our financial planning or investment strategy for you and your account.

It is very important that you keep us up-to-date on significant changes that may call for an update to

your financial and investment plans. Events such as job changes, early retirement, marriage or divorce, or the purchase or sale of a home or business can have a tremendous impact on your circumstances and needs. If we are aware of such events, we can make the adjustments needed to your plan or advice in order to keep you on track toward your goals.

Our firm does not require minimum income levels, minimum level of assets, or other conditions for our financial planning and investment consultation services. As noted in Item 5A, we require a minimum annual fee of \$5,000 per account for our investment supervisory services. In light of this requirement, our investment supervisory services fee may be impractical for smaller portfolios and you may find it more appropriate to work with us under an investment consultation engagement. We also reserve the right to lower the minimum fee at our full discretion.

We reserve the right to waive or reduce certain fees based on unique individual circumstances, special arrangements, pre-existing relationships, or as otherwise may be determined by a firm principal. We also reserve the right to decline services to any prospective client for any reason.

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

### A. Methods of Analysis and Investment Strategies

#### **Method of Analysis**

If we are engaged to provide investment advice, we will first gather and consider several factors, including your:

- current financial situation,
- current and long-term needs,
- investment goals and objectives,
- level of investment knowledge, and
- tolerance for risk.

To achieve this, we typically employ a blend of fundamental and cyclical analyses to develop our investment strategies. This includes evaluating economic factors such as interest rates, the current state of the economy, future growth of an issuer or sector, among others, as well as the ongoing review and estimation of price movement and an evaluation of a transaction before entry into the market in terms of risk and profit potential.

Our research and recommendations may be drawn from sources that include:

- financial publications,
- investment analysis and reporting software,
- research materials from outside sources,
- corporate rating services,
- annual reports,
- prospectuses and other regulatory filings, and
- company press releases.

We make asset allocation and investment policy decisions based on these and other factors. We will

then discuss with you how, in our best judgment, to meet your objectives while at the same time seeking a prudent level of risk exposure.

### **Investment Strategies**

Re-Envision Wealth emphasizes asset allocation while also attempting to select outperforming securities and fund managers. We maintain that market inefficiencies do occur for extended periods of time both on the security and at the asset-class level. Clients should be aware that investing in securities involves risk of loss that clients should be prepared to bear.

Our firm follows several factors that have been shown to have a strong relationship with future market returns. We will take a conservative investment posture when risk is perceived to be elevated, and we do not look to “time the market.” We will create portfolios that primarily utilize mutual funds, ETFs, individual stocks and bonds, as well as options to hedge exposures.

### **B. Investment Strategy and Method of Analysis Material Risks**

#### **Investment Strategy Risks**

While we believe our strategies and investment recommendation are designed to potentially produce the highest possible return for a given level of risk, we cannot guarantee that an investment objective or planning goal will be achieved. As an investor you must be able to bear the various risks involved in the investment of account assets, which (in general) may include the following:

*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 may also be referred to as systemic risk.

*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.

*Management Risk* – An investment with a firm varies with the success and failure of its investment strategies, research, analysis and determination of its portfolio. If an investment strategy does not produce expected returns, the value of the investment will decrease.

*Firm Research* – When the firm’s research and analyses is based upon commercially available software, rating services, general market and financial information, or due diligence reviews, the firm is relying upon the accuracy and validity of the information or capabilities being provided by selected vendors, rating services, market data, and the issuers themselves. The firm makes every effort to determine the accuracy of the information received but it cannot foretell events or actions taken or not taken, or the validity of all information it has researched or provided which may or may not affect the advice to or investment management of an account.

*Active Management Strategies* – A portfolio that employs active management strategies may, at times, outperform or underperform various benchmarks or other strategies. In an effort to meet or surpass these benchmarks, active portfolio management may require more frequent trading or “turnover” within an account. This may result in shorter holding periods, higher transactional costs and/or taxable events that will be borne by the client, thereby potentially reducing or negating certain benefits that may be derived by shorter term investing.

*Passive Markets Theory* – If your portfolio employs a passive, efficient markets approach, you will need to consider the potential risk that at times your broader allocation may generate lower-than-expected

returns than that from a specific asset, and that the return on each type of asset is a deviation from the average return for the asset class. We believe this variance from the “expected return” is generally low under normal market conditions if the portfolio is made up of a reasonably diverse portfolio of assets.

### C. Security-Specific Material Risks

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

*ETF and Mutual Fund Risk* – When an investor purchases an ETF or mutual fund, it will bear additional expenses based on its pro-rated share of the ETF or mutual fund operating expense and certain brokerage fees, which may include the potential duplication of certain fees. The risk of owning an ETF or mutual fund also generally reflects the risks of owning their underlying securities.

*Risks Involving Fixed Income* – Various forms of fixed income, such as bonds, money markets, certificates of deposit, may be affected by various forms of risk, to include:

*Interest Rate Risk* - The risk that the value of the fixed income holding will decrease because of an increase in interest rates, or rates fall when maturing bonds are paid off prior to maturity (requiring reinvestment at a lower yield).

*Liquidity Risk* - The inability to readily buy or sell an investment for a price close to the true underlying value of the asset due to a lack of buyers or sellers. While certain types of fixed income are generally liquid (i.e., bonds), there are risks which may occur such as when an issue trading on any given period does not readily support buys and sells at an efficient price. Conversely, when trading volume is high there is also a risk of not being able to purchase a particular issue.

*Credit Risk* - The potential risk that an issuer will be unable to pay scheduled interest or repay principal at maturity, sometimes referred to as “default risk.” Credit risk may also occur when an issuer’s ability to make payments of principal and interest when due is interrupted. This may result in a negative impact on all forms of debt instruments, as well as funds or ETF share values that hold these issues. Bondholders are creditors of an issuer and have priority to assets before equity holders (i.e., stockholders) when receiving a payout from liquidation or restructuring. When defaults occur due to bankruptcy, the type of bond held will determine seniority of payment.

*Reinvestment Risk* – With declining interest rates investors may have to reinvest interest income or principal at the current lower rate.

*Duration Risk* - Duration is the measurement in years of the period required for the price of a bond to be repaid by its internal cash flow and is important since bonds with higher durations carry more (duration) risk and have higher price volatility than bonds with lower durations.

*Options* – There are various risks associated with investing with options and they will depend on whether an investor is a buyer or seller of an option, if they are leveraged (bought on “credit”), if there is ownership of the underlying security, among others. Option trading risks can result in significant loss of capital therefore their employment is better suited for an experienced investor or industry professional that fully understands this type of investment vehicle. All options investors should be made

aware of the range of risks through the review of a current Options Disclosure Document. In general, the following potential risks involving options are noted:

- The terms, conditions and policies of the specific option contract, intermediary (i.e., broker/dealer) or exchange where they are traded can change at any time.
- Both buyers and sellers have certain obligations and rights within an options contract.
- Options can expire out of the money and worthless, which would also include the cost of their purchase.
- There is the potential for unlimited loss if the buyer or seller does not own the underlying position (“naked” options positions).
- Just as leveraged options positions can work for the investor, they can work against the account with an exacerbated loss.

*Index Investing* - You will need to keep in mind that investment vehicles such as ETFs and indexed funds have the potential to be affected by “tracking error risk,” which might be defined as a deviation from a stated benchmark (index). Since the core of a portfolio may attempt to closely replicate a benchmark, the source of the tracking error (deviation) may come from a “sample index” that may not closely align with the benchmark. In these instances, we may choose to reduce the weighting of a holding or use a “replicate index” position as part of the core holding to minimize the effects of the tracking error in relation to the overall portfolio.

*QDI Ratios* - While many ETFs and index mutual funds are known for their potential tax efficiency and higher “qualified dividend income” (QDI) percentages, there are asset classes within these investment vehicles or holding periods within that may not benefit. Shorter holding periods as well as commodities and currencies (that may be part of an ETF or mutual fund portfolio) may be considered “non-qualified” under certain tax code provisions; therefore, the holding’s QDI should be considered if tax efficiency is an important aspect of the client’s portfolio.

*Promissory Notes Risk* – Promissory notes have the risk of default and risk of non-payment. If a borrower fails to make payment as per the terms, the lender might have to take legal action to recover the debt, which could be time consuming and costly. Unlike a secured loan that comes with collateral, a promissory note is often unsecured. If the issuer defaults, the payee may face difficulty recovering the money. The lack of regulation in promissory notes can pose additional challenges. Unlike other financial instruments, promissory notes often do not fall under the oversight of regulatory bodies because of their private and direct nature. Moreover, promissory notes are typically not liquid investments, which means they can’t be easily sold or transferred.

## Item 9 - Disciplinary Information

### A. Criminal or Civil Actions

Neither Re-Envision Wealth nor a member of our firm’s management has been involved in a reportable material criminal or civil action that would reflect upon our firm’s advisory business or the integrity of our firm.



## B. Administrative Enforcement Proceedings

Neither our firm nor a member of management has been involved in reportable material administrative enforcement proceedings that would reflect upon our firm's advisory business or the integrity of our firm.

## C. Self-Regulatory Organization Enforcement Proceedings

Neither Re-Envision Wealth nor a member of firm management team has been involved in reportable material self-regulatory organization enforcement proceedings that would reflect upon our firm's advisory business or the integrity of our firm.

# Item 10 - Other Financial Industry Activities and Affiliations

## A. Broker-Dealer or Representative Registration

Neither our firm nor its management is registered, or has an application pending to register, as a Broker-dealer or a registered representative of a FINRA or NFA member broker-dealer.

## B. Futures or Commodity Registration

Neither Re-Envision Wealth nor a member of firm management is registered or has an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

## C. Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Our policies require our firm and its associates to conduct business activities in a manner that avoid actual or potential conflicts of interest between the firm, its employees and clients, or that may be contrary to law. We will provide disclosure to each client prior to and throughout the term of an engagement regarding any conflicts of interest which might reasonably compromise our impartiality or independence.

Neither our firm nor a member of its management is or has a material relationship with any of the following types of entities:

- broker/dealer, municipal securities dealer, or government securities dealer or broker;
- futures commission merchant, commodity pool operator, or commodity trading advisor;
- banking or thrift institution;
- accountant or accounting firm; lawyer or law firm; pension consultant;
- real estate broker or dealer;

Our firm has and may, organize pooled investment vehicles and serve as a general partner and/or investment adviser of said vehicles. In such capacity, we may serve as custodians with access to direct client funds. The firm may receive a management fee and/or performance fee from pooled investment vehicles.

Some Re-Envision Wealth representatives, including Keith Beverly are licensed with insurance companies and provide insurance products when appropriate for Re-Envision Wealth clients.

Upon your request, we may provide referrals to various professionals, such as an attorney or accountant. We do not have an agreement with or receive fees from these professionals for these informal referrals. Any fees charged by these other entities for their services are completely separate from fees charged by Re-Envision Wealth, LLC

#### D. Recommendation or Selection of Other Investment Advisors and Conflicts of Interest

For accounts requiring specific custodian services, we may engage sub-advisors (who are required to also be registered investment advisors) that allow our firm access to those platforms or services to meet client account requirements. As part of our due diligence process, we will ensure each sub-advisor is registered/notice-filed within the jurisdiction the client is domiciled when required. Our firm may pay an assessment for this sub-advisor arrangement which may also be considered indirectly paid by advisory fees from those accounts serviced in such a fashion.

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

#### A. Code of Ethics Description

We have adopted a Code of Ethics that establishes policies of ethical conduct for all our personnel. Our firm accepts the obligation not only to comply with all applicable laws and regulations but also to act in an ethical and professionally responsible manner in all professional services and activities. Our policies include prohibitions against insider trading, circulation of industry rumors, and certain political contributions, among others.

Associates who are CERTIFIED FINANCIAL PLANNERS TM (CFP®) designees or a member of the also adhere to the Certified Financial Planner Board of Standards, Inc.'s Code of Ethics. These principles include:

##### *Principle 1 – Integrity*

An advisor will provide professional services with integrity. Integrity demands honesty and candor which must not be subordinated to personal gain and advantage. Advisors are placed by clients in positions of trust by clients, and the ultimate source of that trust is the advisor's personal integrity. Allowance can be made for innocent error and legitimate differences of opinion; but integrity cannot co-exist with deceit or subordination of one's principles.

##### *Principle 2 – Objectivity*

An advisor will provide professional services objectively. Objectivity requires intellectual honesty and impartiality. Regardless of the particular service rendered or the capacity in which an advisor functions, an advisor should protect the integrity of their work, maintain objectivity and avoid subordination of their judgment.

### *Principle 3 – Competence*

Advisors will maintain the necessary knowledge and skill to provide professional services competently. Competence means attaining and maintaining an adequate level of knowledge and skill, and applies that knowledge effectively in providing services to clients. Competence also includes the wisdom to recognize the limitations of that knowledge and when consultation with other professionals is appropriate or referral to other professionals necessary. Advisors make a continuing commitment to learning and professional improvement.

### *Principle 4 – Fairness*

Advisors will be fair and reasonable in all professional relationships. Fairness requires impartiality, intellectual honesty and disclosure of material conflict(s) of interest. It involves a subordination of one's own feelings, prejudices and desires so as to achieve a proper balance of conflicting interests. Fairness is treating others in the same fashion that you would want to be treated and is an essential trait of any professional.

### *Principle 5 – Confidentiality*

Advisors will protect the confidentiality of all client information. Confidentiality means ensuring that information is accessible only to those authorized to have access. A relationship of trust and confidence with the client can only be built upon the understanding that the client's information will remain confidential.

### *Principle 6 – Professionalism*

Advisors will act in a manner that demonstrates exemplary professional conduct. Professionalism requires behaving with dignity and courtesy to all who use their services, fellow professionals, and those in related professions. Advisors cooperate with fellow advisors to enhance and maintain the profession's public image and improve the quality of services.

### *Principle 7 – Diligence*

Advisors will provide professional services diligently. Diligence is the provision of services in a reasonably prompt and thorough manner, including the proper planning for, and supervision of, the rendering of professional services.

Additionally, associates of our firm may be a Chartered Financial Analyst (CFA) and a member of the CFA Institute and, therefore, must adhere to an extensive Code of Ethics and Standards of Professional Conduct which may be found online at <http://www.cfapubs.org>.

We periodically review and amend our firm's Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually.

Our firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

### **Privacy Policy Statement**

We respect the privacy of all our clients and prospective clients; both past and present. We recognize

that you have entrusted us with non-public personal information and it is important to us that all employees and clients of our firm know our policy concerning what we do with that information.

We collect personal information about our clients from the following sources:

- Information our clients provide to us to complete their financial plan or investment recommendation,
- Information our clients provide to us in agreements, account applications, and other documents completed in connection with the opening and maintenance of their accounts,
- Information our clients provide to us orally, and Information we may receive from service providers, such as custodians, about client transactions. We do not disclose non-public personal information about our clients to anyone, except in the following circumstances:
  - When required to provide services our clients have requested,
  - When our clients have specifically authorized us to do so,
  - When required during the course of a firm assessment (i.e., independent audit), or
  - When permitted or required by law (i.e., periodic regulatory examination).

Within our firm, we restrict access to client information to staff that need to know that information. All personnel and our service providers understand that everything handled in our office is confidential and they are instructed to not discuss client information with someone else that may request information about an account unless they are specifically authorized in writing by the client to do so. This includes, for example, providing information about a spouse's IRA account; children about parents' accounts, etc.

To ensure security and confidentiality, we maintain physical, electronic, and procedural safeguards to protect the privacy of client information. We will notify you annually of our privacy policy and at any time, in advance, if our policy is expected to change.

## B. Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Re-Envision Wealth may recommend investment securities, such as pooled vehicles, in which Re-Envision Wealth would have a beneficial interest as a general partner.

Our employees are prohibited from borrowing from or lending to a client unless the client is an approved financial institution. Our firm is pleased to be able to provide a broad range of services to you and all of our clients, including financial planning, investment consultation, investment supervisory and wealth management services, all of which where we may be paid a fee. Due to our firm's ability to offer two or more of these services to you and possibly receive a fee for each engagement, a potential conflict of interest may exist. Therefore, you are under no obligation to act upon our recommendations, and, if you elect to do so, you are under no obligation to complete all of them through our firm or our recommended service providers.

## C. Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Our firm and its "related persons" may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. A recommendation made to one client may be different in nature or in timing from a recommendation made to a different client. At no time, however, will our firm or any related party receive preferential treatment over our clients.

In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates' transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

#### D. Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

Please see our response in Item 11C above.

### Item 12 - Brokerage Practices

#### Factors Used to Select Broker-Dealers for Client Transactions

##### **Recommended Service Providers**

Re-Envision Wealth, LLC does not typically maintain custody of your assets for which we provide our services, although we may be deemed to technically have custody of your assets if you give us authority to withdraw assets from your account (see Item 15). Your assets must be maintained in an account at a "qualified custodian," generally a broker/dealer or bank (service provider). The firm may serve as a general partner in certain pooled investment vehicles to which clients may have access. In such a capacity, the firm is deemed to effectively have custody of client assets.

When engaged in providing investment consulting services, we may recommend the service provider where your assets are currently maintained. Should you prefer a new service provider, our recommendation of another service provider will be based on your needs, overall cost, and ease of use.

When we are engaged to provide investment supervisory or wealth management services, we may recommend or prefer to engage one of the following custodians.

##### *The Custodian and Brokers We Use (Schwab)*

The institutional services divisions of Schwab Institutional ("Schwab") as the qualified custodian. As stated earlier, our firm is independently owned and operated and is not affiliated with Schwab.

Schwab will hold your assets in an account in your name and will buy and sell securities when we instruct them. While we recommend that you use Schwab as a service provider, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab, then we may not be able to manage your account under our investment supervisory services engagement agreement.

The institutional platform services Schwab provides us include, among others, brokerage, custody, and other related services. Schwab institutional platform services assist us in managing and administering clients' accounts, include software and other technology that:

1. provide access to client account data (such as trade confirmations and account statements), facilitate trade execution and allocate aggregated trade orders for multiple client accounts,

- provide research, pricing and other market data,
2. facilitate payment of fees from its client's accounts, and assist with back-office functions, recordkeeping and client reporting.

Schwab may also offer other services intended to help the firm manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting, third-party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third-party service providers who provide a wide array of business-related services and technology with whom we may contract directly.

If our clients collectively have less than the required minimum account asset value at Schwab, they may charge us quarterly service fees. Their support services generally are available on an unsolicited basis (we don't have to request them) and at no charge to us as long as our clients collectively maintain a total of these account asset minimums with their firm. Once our firm is above the required collective minimum asset level, they will generally not charge us separately for custody services but will be compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through their firm or that settle into Schwab accounts (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions. Schwab provides access to many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges.

Schwab is providing our firm with certain brokerage and research products and services that may qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934 ("Exchange Act"). The availability of these services benefits us because we do not have to produce or purchase them. We do not have to pay for certain services so long as our clients maintain assets in accounts with their firm. Beyond that, these services are not contingent upon us committing any specific amount of business to these firms in trading commissions or assets in custody. This is a potential conflict of interest, however, but we believe our selection of Schwab as a custodian is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of their services and not just the services that benefit only our firm. However, we do have an incentive to select or recommend Schwab as our custodian based on our interest in receiving the research or other products or services, rather than on our client's interest in receiving the most favorable execution.

#### *The Custodian and Brokers We Use (Fidelity)*

Re-Envision Wealth also has an arrangement with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") through which Fidelity provides Re-Envision Wealth with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like Re-Envision Wealth in conducting business and in serving the best interests of their clients, but that may benefit Re-Envision Wealth. Re-Envision Wealth and Fidelity are not affiliates, and no broker-dealer affiliated with Re-Envision Wealth is involved in the relationship between Re-Envision Wealth and Fidelity.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, and commissions are charged for individual equity and debt securities transactions). Fidelity enables Re-Envision Wealth to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction

charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

Re-Envision Wealth receives some benefits from Fidelity through its participation in the program. Following is a more detailed description of platform services and benefits received through Fidelity. Fidelity provides access to a range of investment products, execution of securities transactions, and custody of client assets through National Financial Services, LLC and Fidelity Brokerage, LLC. Also, Fidelity provides discount brokerage rates that are generally lower than retail investor rates. Fidelity services described in this paragraph generally benefit you and your account.

Fidelity also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts, such as software and technology. By using Fidelity, we will be offered other services intended to help us manage and further develop our business enterprise. As part of its fiduciary duties to clients, Re-Envision Wealth endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Re-Envision Wealth or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Re-Envision Wealth's choice of Fidelity for custody and brokerage services.

We have also determined that having one of these custodians execute most of our trades is consistent with our duty to seek the "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above.

We periodically conduct an assessment of any service provider we recommend, including Schwab and Fidelity, which may include a review of their range of services, the reasonableness of fees, among other items, and in comparison, to their industry peers.

### **Best Execution**

We recognize our obligation to seek the "best execution" for our clients. However, it is our belief that the determinative factor is not always the lowest possible cost but whether the selected service provider's transactions represent the best "qualitative" execution while taking into consideration the full range of services provided. Therefore, we will seek services involving competitive rates, but it may not necessarily correlate to the lowest possible rate for each transaction. We periodically review policies regarding our recommended service providers to our clients in light of our duty to seek "best execution."

### **Directed Brokerage**

We do not require or engage in directed brokerage involving our accounts. As our client, you may direct our firm (in writing) to use another particular broker-dealer to execute some or all transactions for your account. In these circumstances, you will be responsible for negotiating, in advance, the terms and/or arrangements for your account with your selected broker-dealer. We will not be obligated to seek better execution services or prices from these other broker-dealers, or be able to aggregate your transactions, should we choose to do so, for execution through other custodians with orders for other accounts managed by our firm. As a result, you may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices, on transactions for your account than

would otherwise be the case. Further, pursuant to our obligation of best execution, we may decline a request to direct brokerage if we believe any directed brokerage arrangement would result in additional operational difficulties or risk to our firm.

#### A. Aggregating Securities Transactions for Client Accounts

Transactions for each of our clients will generally be effected independently unless we decide to purchase or sell the same securities for several clients at approximately the same time, often termed “aggregated” or “batched” orders. We do not receive any additional compensation or remuneration as a result of aggregated transactions. We may, but are not obligated to, aggregate orders in an attempt to obtain better execution, negotiate favorable transaction rates, or allocate equitably among our client accounts should there be differences in prices and commissions or other transaction costs that might have been obtained had such orders been separately placed.

Should we aggregate orders, transactions will generally be averaged as to price and allocated among each client on a pro-rated basis on any given day, and we will attempt to do so in accordance with applicable industry rules. Client accounts where trade aggregation is not allowed or infeasible may be assessed higher transaction costs than those that are batched. We review both our trade aggregation procedures and allocation processes on a periodic basis to ensure they remain within stated policies and regulations. We will inform you, in advance, should our trade aggregation and allocation practices change at any point in the future.

### Item 13 - Review of Accounts

#### A. Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

##### **Financial Planning and Investment Consultation Services**

Periodic financial check-ups or reviews are also recommended if you are receiving our financial planning and investment consultation services. We recommend that they occur on an annual basis whenever practical. Reviews will be conducted by your assigned financial advisor and normally involve analysis and possible revision of your previous financial plan or investment allocation. Unless you have engaged us for our wealth management services, these reviews are generally under a new or amended agreement and will be assessed at our then current hourly rate.

##### **Investment Supervisory and Wealth Management Services**

Investment supervisory services accounts are periodically reviewed throughout the year by the assigned financial advisor, supervisory personnel (such as our designated principal or chief investment officer), or a qualified independent entity engaged by our firm.

#### B. Review of Client Accounts on Non-Periodic Basis

##### **Financial Planning and Investment Consultation Services**

You may contact our firm for additional reviews when there are material changes that occur in your



financial situation (i.e., loss of a job, early retirement, receipt of a significant bonus, an inheritance, the birth of a new child, or other circumstances). Reviews will be conducted by your assigned financial advisor and normally involve analysis and possible revision of your previous financial plan or investment allocation. Unless you have engaged us for our wealth management services, these reviews are generally under a new or amended agreement and will be assessed at our then current hourly rate.

### **Investment Supervisory and Wealth Management Services**

Additional reviews may be triggered by news or research related to a specific holding, a change in our view of the investment merits of a holding, or news related to the macroeconomic climate affecting a sector or holding within that sector. Accounts may also be reviewed when being considered for an additional holding or an increase in a current position. Account cash levels above or below that deemed appropriate for the investment environment, given the client's stated tolerance for risk and investment objectives, may also trigger a review.

## **C. Content of Client Provided Reports and Frequency**

If you have opened and maintained an investment account, you will receive account statements sent directly from mutual fund companies, transfer agents, custodians or brokerage companies where your investments are held. We may provide portfolio reports if we are engaged to provide periodic asset allocation or investment advice, however, we will not provide ongoing performance reporting under our financial planning and investment consultation services engagements.

For our investment supervisory and wealth management services accounts, we may also provide quarterly portfolio statement and position performance summary reports, and annual realized gains/loss reports for taxable accounts. Some of our clients may receive additional reports depending on their specific requirements.

## **Item 14 - Client Referrals and Other Compensation**

### **A. Economic Benefits Provided to the Advisory Firm From External Sources and Conflicts of Interest**

We receive some economic benefit from Schwab in the form of the support products and services they make available to us and other independent investment advisors whose clients maintain their accounts there. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12). The availability to us of Schwab products and services is not based on our offering particular investment advice, such as buying particular holdings for our clients.

### **B. Advisory Firm Payments for Client Referrals**

Re-Envision Wealth does not engage solicitors. Any individual who is compensated as the result of a client engaging the firm must himself/herself be a registered investment advisor representative of Re-Envision Wealth. Investment advisor representatives of our firm may also hold individual membership or serve on boards or committees of professional industry associations (i.e., CFA Institute, FPA®, NAPFA, etc.). Generally, participation in any of these entities requires membership fees to be paid, adherence to ethical guidelines, as well as in meeting experiential and educational requirements.

A benefit these entities may provide to the investing public is the availability of online search tools that allow interested parties (prospective clients) to search for participant firms or individual financial planners within a selected state or region. These passive websites may provide means for interested persons to contact a firm or planner via electronic mail, telephone number, or other contact information, in order to interview the participating firm or planner. A portion of our membership fees may be used so that our name will be listed in some or all of these entities' websites (or other listings).

Members of the public may also choose to telephone association staff to inquire about a firm or individual planner within their area, and would receive the same or similar information. Prospective clients locating our firm or one of our associates via these methods are not actively marketed by the noted associations. Clients who find us in this way do not pay more for their services than clients referred to us in another fashion, such as by another client. We do not pay these entities for prospective client referrals, nor is there a fee-sharing arrangement reflective of a solicitor engagement.

## Item 15 - Custody

Client funds and securities are typically maintained by an unaffiliated, qualified custodian, such as a bank, broker/dealer, mutual fund companies, or transfer agent. When held at a custodian we adhere to the following:

- Restrict our firm and associates from acting as trustee for or having full power of attorney over a client account.
- Are prohibited from having authority to withdraw securities or cash assets from a client account, other than for payment of our advisory fees or transaction settlement.
- These actions will be accomplished through a qualified custodian maintaining your assets (i.e., your custodian), pursuant
- to a written agreement and following your approval.
- Do not accept or forward client securities (i.e., stock certificates) erroneously delivered to our firm. Will not collect fees of \$500 or more for services to be performed six months or more in advance. Will not authorize any associate to have knowledge of a client's account access information (i.e., online 401(k), brokerage or bank accounts), even for the convenience or accommodation of
- the client or their legal agent.

You will be provided with transaction confirmations and summary account statements provided directly to you by your selected service provider. Typically, these statements are provided on a monthly or quarterly basis, or as transactions occur. We will not create a statement for you nor be the sole recipient of your statements.

You may receive periodic reports from our firm that may include investment performance information. You are urged to carefully review and compare your account statements that you have received directly from your service provider with any report you receive from our firm. Additionally, Re-Envision Wealth also, for certain clients and when appropriate, maintains custody through pooled investment vehicles where Re-Envision Wealth serves as the general partner. Re-Envision Wealth serves in this capacity as the General Partner to GRID-Ivy City I LLC, GRID-High Road Delivery I LLC, GRID-Esusu I LLC, where Re-Envision Wealth clients are Limited Partners.

## Item 16 - Investment Discretion

We may provide our various forms of investment advisory services under either discretionary or nondiscretionary account authority as determined by your written engagement agreement. Generally, our services are provided under a discretionary engagement agreement, and such an agreement is required for our model portfolios under the investment supervisory services offering.

Through your execution of a limited power of attorney document, discretionary authority allows our firm to implement investment decisions without your prior authorization in order to meet your stated account objectives: the purchase or sale of a security on behalf of your account, selection of broker/dealer and, potentially, the negotiation of their transaction fees, etc. This authority does not allow us to maintain custody over your account. You may request reasonable restrictions be placed on your account in which we maintain discretionary authority, such as the selection of socially-conscious investments, etc. If your restrictions do not allow for the firm to effectively execute account strategies as stated in your IPS, at our discretion we may require your account be managed under non-discretionary account authority (see the following paragraph).

Should you prefer your account to be managed in a non-discretionary manner, restricting any or all transactions to occur until following your approval, we may require a higher fee due to the additional service requirements in support of your account. Also be aware that under this type of engagement, since we must be granted your approval prior to implementing an investment decision, you must make yourself available and keep our firm apprised of your current contact information so that transaction instructions can be efficiently effected on your behalf. By definition and absent your written instruction to the contrary, non-discretionary transactions do not involve a trade's execution price or time. We will retain information about all client account directions, limitations and rescissions, which are reviewed and approved by a supervisory principal with our firm.

## Item 17 - Voting Client Securities

### **Proxy Voting**

If you request us to do so and it is noted in your executed agreement, we will vote proxies for securities held within your account. You are encouraged to contact us via email, phone or by mail to obtain information concerning how we voted your securities in proxy matters. Proxies will be voted in what we believe to be your best interest and in accordance with our current firm proxy voting policy. Clients can obtain a copy of our proxy voting policies and procedures upon request.

We may choose to employ the services of an independent proxy voting service to provide research, guidelines, recommendations and other proxy voting services as needed. In these instances and absent a determination by our firm to override the independent provider's recommendation, your proxies will be voted in accordance with those recommendations. Our firm has implemented procedures designed to prevent conflicts of interest from influencing proxy voting decisions. These procedures include information barriers and the use of an independent party when required to assist in the proxy voting process.

### **Other Corporate Actions**

Our firm will have no power, authority, responsibility, or obligation to take any action on or offer

guidance to any claim or potential claim in any bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to securities held at any time in an investor account, including, without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise or monitor class action or other litigation involving account assets.

### **Receipt of Materials**

You may receive proxies or other solicitations directly from your selected custodian or transfer agent. If our firm receives correspondence relating to the voting of your securities, class action litigation, or other corporate actions, we will forward the correspondence to your address of record or to another entity such as your attorney, if you direct us to do so.

## **Item 18 - Financial Information**

### **A. Balance Sheet**

Re-Envision Wealth does not charge a pre-payment of \$1200 for six months or more of services.

### **B. Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

The firm and its management do not have a financial condition likely to impair our ability to meet our commitment to our clients.

### **C. Bankruptcy Petitions During the Past Ten Years**

The firm and its management have not been the subject of a bankruptcy petition at any time during the past 10 years.