

## Cover Page

### Firm Brochure

March 31, 2020

#### ITEM 1 - DISCLAIMER

**This Brochure provides information about the qualifications and business practices of CommunityAmerica Financial Solutions, LLC ("CAFS"). If you have any questions about the contents of this Brochure, please contact the CAFS Compliance Department at 913.905.3600. 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.**

**CAFS is a registered investment advisor with the SEC. Registration of an investment advisor does not imply any level of skill or training. Additional information about CAFS is also available on the SEC's website at [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov).**

**Non-Deposit Investment Products offered through CAFS are not federally insured, are not guaranteed by or obligations of CAFS and may involve investment risk including possible loss of principal.**

## ITEM 2 - MATERIAL CHANGES

CommunityAmerica Financial Solutions, LLC (we or us) is required to discuss only material changes that have occurred since the last annual Brochure update. Our Brochure was last updated March 29, 2019. Material changes to our Brochure are summarized below:

### Item 4

1. We made several changes to the discussion of our Asset Allocation Management Portfolio (“AAMP”) program, including;
  - a. Added the approved list of Strategists
  - b. Added account minimum requirements
  - c. Provided additional information regarding the timing of when AAMP accounts are invested and when billing begins
  - d. Added information on the termination of AAMP accounts
  - e. Added information on potential delays in withdrawals in the event mutual fund pricing is delayed.
  - f. Added information about the ability for a client to opt out of either paper or electronic performance reports.

### Item 5

1. We updated the discussion of financial planning fees to indicate that financial plans may be provided at reduced rates or at no charge.
2. We made several changes to the discussion of AAMP fees, including:
  - a. Provided additional detail on what the AAMP fee covers
  - b. Added additional information regarding the timing of when billing begins
  - c. Added information on fees incurred upon termination of an AAMP account

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## ITEM 4 - ADVISORY BUSINESS

CommunityAmerica Financial Solutions, LLC (referred to as “CAFS”, “we” or “us”) is a broker-dealer registered with the SEC and a member of FINRA and a federally registered investment adviser. We provide financial planning and investment advisory services through individuals registered with us as Investment Advisor Representatives ("Advisor") consistent with your unique financial situation, tax status and risk/reward objectives. We offer the following advisory programs: Financial Planning, referral to various third-party Managers, and recommendations of model portfolios designed by third-party managers and managed by us.

CommunityAmerica Financial Solutions, LLC is a Missouri limited liability company and is a wholly owned subsidiary of CommunityAmerica CUSO One, LLC. CommunityAmerica CUSO One, LLC is wholly owned by CommunityAmerica Credit Union, a privately-held organization.

### WORKING WITH YOUR ADVISOR

Your Advisor can offer both investment advisory services and products and brokerage services and products. There are important considerations when selecting the services and products best suited to your investment needs and goals.

**Advisory Relationship** – As a federally registered investment advisor, we and our Advisors are fiduciaries to you. This means that we and your Advisor must act solely in your best interest while providing investment advisory services and products. Generally, fees we charge for investment advisory services and products are either hourly or asset based as described in this Brochure.

**Brokerage Relationship** – As a broker-dealer, we and our Advisors must ensure that the brokerage products and services we offer are suitable for you based on your stated investment objectives, risk tolerance, tax status and other personal financial information you provide, which implies a responsibility to deal fairly with our clients in connection with the recommendation, purchase and sale of brokerage products we offer. Generally, you will pay commissions to purchase and sell brokerage products.

### Factors to Consider When Deciding Between Investment Advisory and Brokerage Relationship:

#### Advisory Relationship

- Seek ongoing advice and monitoring on your account.
- Prefer to pay ongoing fees based on assets under management rather than based on the number of transactions.
- Seek a fiduciary relationship with an Advisor who must act in your best interest.
- Periodic portfolio rebalancing.

#### Brokerage Relationship

- Seek advice only on individual transactions.
- Prefer commission-based compensation paid on a per transaction basis.
- Seek a suitability relationship with an Advisor who must deal fairly with you.

## FINANCIAL PLANNING SERVICES

We, through our Advisors, provide financial plans and investment advice consistent with your financial status, investment objectives and tax status.

Financial planning is an interactive and collaborative process intended to assist you in accomplishing one or more financial or personal goals. Together, you and your Advisor will work through the financial planning process elements described below to develop a financial plan specific to your needs and goals:

- Initial Engagement: Discuss your specific financial and personal goals and concerns
- Gather Data: Discuss your current financial situation in more detail. This will entail the collection from you of various documents such as bank and brokerage account statements, tax returns, estate planning documents and insurance policies. We will rely on you to provide accurate and complete information.
- Analyze Data: We will evaluate and analyze your current financial needs and goals based on the data and documents you provide, and we will use this analysis to develop a set of recommendations intended to lead to successful attainment of your financial and personal goals.
- Recommendations: We will deliver a written financial plan that will provide recommendations based on our analysis of your data and documents.

Your financial plan will address one or more of the following goals:

- Retirement: Analyze projected retirement income and expenses based on defined retirement goals you provide. The analysis may suggest potential retirement shortfalls or surpluses which we will address with strategies to meet your retirement capital and income needs.
- Education Funding: Analyze educational planning goals for specific periods. This analysis may outline potential gaps in your current education funding and provide strategies to eliminate the gaps.
- Goal Funding: Analyze your specific personal goals for retirement and provide strategies to fund your goals.
- Survivor Income Needs: Analyze the potential financial impact of an untimely death of a spouse based on defined financial goals. This analysis will provide strategies to help meet survivor income goals.
- Disability Income: Analyze the potential impact of an unplanned disability on financial needs. This analysis will provide strategies to help meet necessary income requirements.
- Long-Term Care: Analyze the potential impact of long-term care expenses on your overall financial goals. This analysis will provide risk strategies for ensuring sufficient benefits to cover long-term care financial obligations.
- Estate Planning: Analyze your current estate and the facts of implementing various estate planning techniques and strategies such as wills, revocable trusts, irrevocable trusts and gifting programs.

- **Asset Allocation:** Analyze basic asset allocation strategies for specific financial goals based on individual time horizons and risk tolerance levels
- **Business Planning:** Analyze the issues related to business continuity planning and the potential impacts they have on personal financial goals.
- **Income Tax Planning:** Analyze the estimated impact taxes may have on your income, assets and financial goal, including the tax implications of various investment products and strategies.

We and our Advisors do not offer legal, tax or accounting advice when preparing the personal financial plan or providing investment recommendations. None of the fees for services under this program relate to legal, tax or accounting services. If you need legal, tax or accounting services, it shall be your responsibility to obtain them.

We have a conflict of interest when recommending our financial planning services as there is an incentive for us to recommend products or services for which we or your Advisor may receive compensation. However, you are under no obligation to act upon any financial planning recommendations or to implement any financial planning recommendations through us or your Advisor.

### **THIRD PARTY MANAGED ACCOUNTS (TPMA)**

Our TPMA program provides access to various unaffiliated third-party managers (Manager or Managers). We decide which Managers to include in TPMA (“approved Managers”) and whether to remove and replace a manager based on a number of factors, including client needs, investment styles available in the marketplace, platform capacity, client demand and composite performance. As part of its ongoing Manager due diligence process, CAFS will, among other things, ensure that every Manager is properly licensed and registered as an investment adviser.

**NOTE: Our due diligence review of Managers does not substitute for your ongoing monitoring of your TPMA account(s) and performance.**

We will act as a solicitor for the Managers we include in TPMA. Each solicitor arrangement with Managers will be conducted pursuant to a written solicitor agreement between us and the Manager that is consistent with SEC Rule 206(4)-3. Your Advisor will refer Managers from our list of approved Managers that they believe best meet your stated investment objectives, goals and risk tolerance. If the assets in your TPMA account(s) constitute only a portion of your total assets, we will not be responsible for the proper diversification of those other assets.

You grant the Manager(s) you select discretionary authority to manage the individual securities in your TPMA account(s) (“Underlying Investments”). As such, all buy and sell decisions will be made by the Manager without consulting you in advance. The Manager also has authority to select broker-dealers or other qualified custodians to custody your account and to execute transactions. Managers may use our Clearing Firms (as discussed in Item 15 below) to custody the Underlying Investments in your TPMA account(s) and execute transactions for your account(s) or may choose another broker-dealer in their sole discretion. You should contact the

Manager(s) you select to determine what types of investment restrictions you may impose on your TPMA account. Please consult each Manager's brochure for more information about their investment strategies/styles, fees, trading costs, best execution, investment risks, disciplinary information, error correction, trade aggregation and bunching, step out trading practices, program and account costs, etc. The Manager will provide their brochure at the time of, or prior to, TPMA account opening, which should be in a similar format to the CAFS Brochure you are reading now.

### **List of Managers**

The following is a list of approved Managers currently available through TPMA:

- Brinker Capital, Inc.
- Asset Mark, Inc.
- Morningstar Investment Services, Inc.

Below is a list of important features of TPMA that you should consider before selecting a Manager:

- You receive a solicitor disclosure from your Advisor for each Manager that discloses certain information about the Manager and the fees we will receive from the Manager for your referral
- You will receive a brochure similar to this Brochure from your Manager(s) at the time or prior to the time you establish a TPMA account with the Manager(s)
- You will enter into a client agreement with the Manager(s) you select that, among other things, grants discretionary authority to the Manager to execute securities transactions without consulting you in advance and describes the Manager's fees and costs
- Your Manager(s) will select one or more broker-dealers to custody your assets and execute your securities transactions
- Your Manager(s) will charge a fee for their services which will be deducted from your TPMA account
- Your Manager(s) is responsible for selecting investment styles and individual securities
- You must contact your Manager(s) to ascertain what types of restrictions you may request for your account
- We will, upon request from your Manager(s), provide certain information about you to your Manager(s)
- Your Advisor will answer general questions about your Manager(s).

Nevertheless, you have a contractual relationship with your Manager(s) and should contact your Manager(s) directly to:

- Discuss your account(s) and investment performance
- Review your Manager's investment philosophy and investment style to determine the ongoing compatibility of your Manager(s) to your investment objectives, financial goals, tax considerations and risk tolerance

- Request information regarding conflicts of interest between you and your Manager(s)
- Discuss questions about your Manager's Form ADV and Brochure
- Discuss any reasonable restrictions you may decide to place on your Portfolio investments
- Discuss your Manager's fees and costs
- Discuss your Managers proxy voting policies
- Discuss the nature and frequency of reports your Manager will provide

You assume responsibility for monitoring your Manager's investment practices and performance. We will not:

- Make any representation concerning your manager's qualifications or investment acumen
- Bear responsibility for the services rendered, information provided by, or for any recommendations made by your Manager(s)
- Endorse, recommend, or otherwise suggest that your Manager(s) will make suitable investment decisions
- Undertake to investigate or monitor the appropriateness of your Manager's investment style, investment decisions, best execution, or selection of broker-dealers

**NOTE: The ultimate decision to participate in TPMA and the selection of your Manager(s) is your responsibility.**

## **ASSET ALLOCATION MANAGED PORTFOLIOS (AAMP)**

AAMP is an asset allocation program that offers a selection of strategic asset allocation models from which to choose. AAMP models ("Models") invest in three general categories of securities: Mutual Funds, Exchange-Traded Funds (ETFs), and individual stocks. Custom Models that include both stocks and mutual funds are available. Certain Models will include tax sensitive investments. If the assets in your AAMP account(s) constitute only a portion of your total assets, we will not be responsible for the proper diversification of those other assets.

### **Strategists**

We will retain from time to time third-party investment managers to serve as investment strategists ("Strategists") to create the Models. Strategists are solely responsible for selecting the Underlying Investments for each Model. Strategists will provide ongoing monitoring of the Models and the Underlying Investments included in the Models. Strategists will communicate any changes in Model allocations to us. This is done to ensure that each Underlying Investment selected for a Model has an investment objective that remains consistent with the assigned asset allocation within each Model to which it is allocated. This process will result in periodic changes to the Models and Underlying Investments. These periodic changes may cause a taxable event.



The current approved list of approved Strategists and the type of Models they manage is:

- Brinker Capital, Inc.
  - Mutual Fund
- Clark Capital Management Group, Inc.
  - Mutual Fund, ETF
- BlackRock, Inc.
  - ETF
- Morningstar Investment Services, Inc.
  - Mutual Fund, ETF, Stock, Custom Stock

### **Opening and Maintaining your AAMP Account**

You will complete a client agreement and investment proposal (IP) to establish an AAMP account ("AAMP Agreement"). This process will determine, among other things, your investment objective, risk tolerance and time horizon. Using the data from your IP and your client agreement, you and your Advisor will select one or more Models. You will grant discretionary authority to us so that we can purchase and sell Underlying Investments without consulting you in advance.

From time to time Strategists will make changes to the Underlying Investments that cause the Model to deviate or drift from its original target allocation. This may also occur as a result of changes in the market value of the Underlying Investments. We have developed parameters to determine whether or not rebalancing of your account is appropriate. You will give us discretion to rebalance your Model(s) at any time to return it to its original or new model allocation and to buy and sell Underlying Investments to implement any changes made by Strategists, as communicated by Strategists from time to time. Additions to or withdrawals from a Model may also lead to rebalancing. Frequent withdrawals may have an adverse impact on achieving your investment goals and objectives. Rebalancing may cause an adverse taxable event. You may not impose investment restrictions on the Underlying Investments selected by the Strategists in your AAMP account(s).

You may fund your AAMP account with cash or securities acceptable to us in our sole discretion. Securities will likely be sold to purchase Underlying Investments. This may cause a taxable event. If your account is funded by a transfer of an account from another financial institution, there may be a period during the transfer process that your transferring account is not invested in the market. As part of the account opening process, you will tell us the approximate value of the cash or securities you expect to place in your AAMP account. We will monitor transfers into AAMP accounts and use our discretion to determine when to begin allocating your account to the Underlying Investments of the Strategists. Generally, we will not allocate your account into the Underlying Investments until a significant portion of the expected initial investment has been received by us or you or your Advisor inform us that we have received all of the funds and securities you wish to invest in your AAMP account.

Our AAMP accounts have minimum initial investments. The minimum initial investment varies depending on the type of Underlying Investments selected based on the Portfolio and the

Strategist you select. At our sole discretion we can waive account minimum requirements. The account minimums are as follows:

<b><u>Model Underlying Investments</u></b>	<b><u>Minimum Initial Investment</u></b>
Mutual Fund Only Model <i>Morningstar, Brinker</i>	\$5,000
ETF Model <i>BlackRock, Clark</i>	\$10,000
ETF Model <i>Morningstar</i>	\$25,000
Stock Model <i>Morningstar</i>	\$50,000
Custom Stock Model <i>Morningstar</i>	\$100,000

There may be occasions where our Clearing Firm does not receive updated daily prices for mutual funds from the mutual fund companies sponsoring those products by the daily processing time cutoff. If there are trades in the AAMP account for mutual funds where the daily pricing is delayed, this can lead to a delay in settling trades and could result in a delay in processing a withdrawal from the AAMP account.

### **Terminating your AAMP Account**

You may close your AAMP account or terminate your AAMP Agreement without penalty at any time by delivering written notice to us. If you wish to terminate your AAMP agreement we may require you to transfer your holdings to a new or existing non-advisory account with our Clearing Firm. We also reserve the right to close your AAMP account or terminate your AAMP Agreement at any time, including, but limited to, instances in which we believe that the rendering of our advisory services is no longer appropriate for you, if your account balance falls below the relevant minimum investment discussed above, if we are notified of your death, if we determine your account is abandoned, or if you change your mailing or physical address to a non-U.S. address.

### **Electronic Delivery**

To participate in the AAMP program, you are required to agree 1) to accept all correspondence from us or the account custodian, including confirmations, account statements, tax statements, prospectus deliveries, performance reports\* and required regulatory notices and disclosures by electronic mail and / or through our internet web site and 2) that we will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and / or correspondence to your last email address in our record or upon advising you by email that such document is available on our client portal.

\*Performance reports are provided both electronically via posting to our client portal and also sent in paper form via the mail. You select the delivery method of performance reports at the time the AAMP Agreement is completed. After your account is established to opt out of either paper or electronic copies of performance reports you must provide a written request to your Advisor. You cannot opt out of all performance report delivery; one method must be selected.

**Note: Failure to fund an AAMP account within 120 days of executing a client agreement may result in the termination by us of your client agreement and the closure of your AAMP account(s).**

## **ITEM 5 - FEES AND COMPENSATION**

### **FINANCIAL PLANNING FEES**

Before commencing the financial planning process, you and your Advisor will meet to discuss, among other things, the complexity of your financial situation, your specific personal and investment objectives, needs, risk tolerance, the investment products and services we offer, the time it will take to review the background materials your Advisor will obtain from you, the time that will be spent interacting with your other professional advisors and the frequency of meetings and contacts you will have with your Advisor to ensure we serve your investment needs. You and your Advisor will then negotiate a fee for your financial plan based on the above factors. In certain limited situations we may consider preparing a financial plan for a flat fee.

The fee for each financial plan created by your Advisor will generally be determined at the rate of \$250 per hour. You have the ability to negotiate the hourly rate with your Advisor based on the factors discussed above. The maximum fee for each financial plan is \$5,000.00. We may offer financial planning services at no charge or at a reduced fee to clients. We may charge clients with similar financial situations different fees based on the rates negotiated between the client and the Advisor. Each subsequent or additional plan may be subject to a new financial planning fee.

### **TPMA FEES**

Each Manager in the TPMA program has its own brochure that describes all of the Manager's fees and billing policies. Please refer to the Manager's brochure for specific information about each Manager. The maximum annual fee on any TPMA account is 3.0% of assets under management. All Managers will pay a portion of their fee collected from your TPMA account(s) to us as compensation for our role as a solicitor.

In general, advisory fees are established in the written advisory agreement between you and the Manager(s). You may also incur certain charges imposed by our Clearing Firm and the TPMA qualified custodians, and other third parties such as custodial fees, odd-lot differentials, transfer taxes, retirement account maintenance and termination fees, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions that may be

required by law. These fees are exclusive of and in addition to the advisory fees charged by the Manager. We will not receive any portion of these fees.

In most cases, your TPMA account will be maintained with the custodian utilized by the Manager. If the Manager does not mandate the use of a specific custodian, we will recommend that you establish your TPMA account with our Clearing Firm (described in Section 15 below). If our Clearing Firm is the custodian of your TPMA account(s), we may receive a portion of the following service fees, as applicable: outgoing transfers, wired funds, inactive accounts, stop payments, direct registration of securities, margin extensions, ticket charges, retirement account maintenance and termination fees, as well as asset-based fees on money market positions, uninvested cash balances, margin balances and cash sweeps to bank accounts. Your Advisor does not receive a portion of these fees.

## **AAMP FEES**

AAMP fees are negotiable with a maximum annual fee of 2.5% of assets under management in your AAMP account, including cash, money market, and bank sweep balances. Our asset-based fee is negotiable based upon a number of factors including the value of the assets you hold with us, your net worth, investable assets, income, current life stage, number and complexity of financial goals and the amount of time your Advisor anticipates they will spend with you to ensure your account is managed appropriately. The reasons for these variances include each client's unique, holistic situation and geographic location, Portfolio costs and clearing and custody costs. Our asset-based fee may vary between unrelated clients who have similar financial and personal situations and between the clients of different Advisors.

The fee is deducted monthly and is calculated based on the average daily balance of the assets under management in your account. A portion of this fee is shared with your Advisor. If there is not sufficient cash in an account to pay the AAMP fee, we may at our sole discretion sell shares of the Underlying Investments in amounts necessary to raise sufficient cash to pay the asset-based fee.

The asset-based fee will cover, among other things, commissions, mark ups or mark downs incurred by effecting transactions in your account, clearing, custody and account related costs, Strategists costs, ongoing monitoring of and changes to Portfolios and your Advisor's fee for providing ongoing investment advice and management, attending meetings with you for account reviews and responding to your inquiries. Our fees do not include or cover transfer taxes, fees and or taxes assessed by state and federal governments or agencies thereof, fees related to electronic funds transfers and wire transfers, and internal fees and expenses charged by the Underlying Investments used in your account.

The asset-based fee does not cover the United States Securities Exchange Commission Section 31 fee ("SEC fee") and the FINRA Trading Activity Fee ("TAF"). You will be charged the mandatory SEC fee on the trades executed in your account. This fee is set by the SEC and subject to change. As of the date of this Brochure the SEC fee per transaction is \$22.10 per million dollars. See the [SEC website](#) for additional information on the fee. The TAF is set by FINRA and subject to change.

As of the date of this Brochure the TAF per transaction is \$0.000119 per share for each sale of a covered equity security, with a maximum charge of \$5.95 per trade. See the [FINRA website](#) for additional information on the fee.

We pay a portion of the asset-based fee to the Strategists as an ongoing fee to compensate them for, among other things, constructing the Portfolios, selecting the Underlying Investments that populate each Portfolio, ongoing monitoring of the Portfolios and communication with us regarding changes in allocations to the Underlying Investments.

Account balances in multiple AAMP accounts in the same household will be aggregated for purposes of negotiating the applicable advisory fee rate.

Fees will begin accruing in your AAMP account on the first day we begin trading in your AAMP account. For accounts funded with cash, this is the first day purchase transactions occur in your account. For accounts funded with exchange-listed securities (such as stocks and ETFs), this is on the first day the exchange-listed securities you transfer into your account are sold and the Underlying Investments selected by the Strategists are purchased. For accounts funded with mutual funds or bonds, this is the day the mutual funds or bonds you transfer into your account are sold, which is the day before we purchase the Underlying Investments selected by the Strategists.

As an accommodation to you and (at our sole discretion) we may hold securities or other assets you own in your AAMP account that are not part of the Underlying Investments selected by the Strategists. These holdings, referred to as “Unbilled Assets”, are not part of the AAMP program and will be excluded from the fee for your AAMP account. Neither we nor the Strategists provide any opinion as to the advisability of holding any Unbilled Assets we may agree to hold in your AAMP account. If you decide to sell an Unbilled Asset, normal brokerage commissions will apply. In addition, unless you instruct us otherwise, the proceeds from the sale of any Unbilled Assets will no longer be considered Unbilled Assets and will be allocated to the Underlying Investments selected by the Strategists.

At the time your AAMP account is closed or the AAMP Agreement is terminated a final asset-based fee calculated as described above will be deducted by us. Your account will also be charged the account closing or transfer fees as described in our [Brokerage Fee Schedule](#) posted on our website.

## **OTHER FEES**

In addition to the advisory fees described above, you will also incur certain fees charged by mutual fund companies and exchange-traded funds which are disclosed in the applicable prospectus. Examples of these fees include deferred sales charges, administrative expenses, internal management fees and other service fees. For more information about these fees please read the summary or full prospectus for each mutual fund and the disclosure document for ETFs. We and your Advisor may receive a portion of these fees.

TPMA and AAMP fees and costs vary across both programs as described above. You may be able to obtain similar advisory services and Underlying Investments separately for a lower fee through a brokerage account or an advisory account with another investment advisor. Several factors determine whether it will cost more or less to participate in one of our TPMA or AAMP accounts or another brokerage or investment advisory account where you purchase advice and Underlying Investments separately, including size of your account, the types of Underlying Investments in which you invest, the level of trading activity in your account and whether the Underlying Investments involve internal or other expenses in addition to an investment advisory fee. You should consider these and other differences when deciding whether to invest through an investment advisory or in a brokerage account. Nevertheless, cost is only one factor in determining which type of investment account is most appropriate. You should also consider your ability to access investment managers and Underlying Investments that are best suited to your personal and investment goals and risk tolerance.

**CAFS is affiliated with CommunityAmerica Credit Union. Employees of CommunityAmerica Credit Union ("CACU") may refer clients to CAFS to speak with an Advisor regarding the investment advisory services described in Item 4 above. Employees who make a referral to CAFS will receive a one-time payment of \$10 to \$50 regardless of whether a CAFS account is opened by the client referred by CACU.**

## **ITEM 6 - PERFORMANCE-BASED FEES**

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

## **ITEM 7 - TYPES OF CLIENTS**

We provide investment advisory services to individuals, entities, charitable institutions, foundations, endowments, and trusts. For our Financial Planning Services, we **will** accept new advisory clients regardless of their investable assets or account size. For AAMP accounts, we will accept new advisory clients who meet the minimum initial investment amounts described in Item 4. For TPMA accounts, we will accept new advisory clients who meet the minimum initial investment amounts proscribed by the Managers.

## **ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **TPMA**

Your Advisor will review and analyze the information provided by you in the initial CAFS client agreement and any other data provided by you and will use such information to create an IP. Your Advisor will use the IP to recommend a Manager(s).

The Manager(s) you select will determine the method and source of their investment analysis and investment styles and may utilize varying techniques in formulating investment advice or managing assets for clients. Please refer to the Brochure of each Manager for more information about their investment styles, investment selection, performance, fees, and risk of loss. All investments selected by Managers carry market risk. The future performance of any specific investment or investment strategy is not guaranteed and you may lose money. Investing in any class of securities (including mutual funds, ETFs and individual stocks) involves the risk of loss. Different types of investments have varying degrees of risk. You must be prepared to experience loss of value in your account, including the loss of your original principal.

We will, as part of our ongoing Manager due diligence, determine if and when a Manager should be replaced due to poor performance or concerns with non-compliance with regulatory requirements. When determining whether or not to replace a Manager, we may also take into account the number of client assets held with that particular Manager and the overall cost and tax impact to, or on, you that replacing the Manager may cause. Clients must consider that replacing a Manager may result in the sale of your securities, which will likely subject you to adverse tax obligations.

## **AAMP**

AAMP Portfolios are developed for us by various Strategists and will be used to implement an asset allocation strategy. Asset allocation is one investment style that may assist you in ensuring that you have an appropriate mix of Underlying Investments to achieve positive investment results based on your financial and personal objectives, time horizon, and risk tolerance. Of course, there is no certainty that any investment strategy, including asset allocation, will be successful in achieving your investment objectives. Your investment principal will fluctuate with the financial markets and the value of your Underlying Investments. Therefore, your Underlying Investments may be worth more or less than you originally paid for them at the time you decide to sell or redeem them.

The future performance of any specific Underlying Investment(s) or investment strategy is not guaranteed and you may lose money. Investing in any class of Underlying Investments (including mutual funds, ETFs and individual stocks) involves the risk of loss. Different types of Underlying Investments have varying degrees of risk. You must be prepared to experience loss of value in your Underlying Investments in your AAMP Portfolio(s), including the loss of your original principal.

Neither we nor your Advisor represent, guarantee, or even imply that our investment advisory services related to AAMP:

- can or will accurately predict future financial results
- successfully identify market tops or bottoms
- insulate your Underlying Investments from losses due to market corrections or declines

There are certain additional risks that you should consider when investing in an AAMP Portfolio(s) including, but not limited to:

- Risk of Owning Individual Stocks - Individual stocks are susceptible to general market fluctuations and to volatile increases and decreased in value as market confidence in and perceptions of their issuers change.
- ETF and Mutual Fund Risk - Owning ETFs and mutual funds involves certain investment management and operating expenses, which are shared on a pro rata basis by all owners of these Underlying Investments. The risk of owning an ETF or mutual fund is directly proportional to the risk of the Underlying Investments held by them. You may incur brokerage costs when purchasing and selling ETFs. Leveraged and inverse ETFs are not appropriate for many investors due to their unique characteristics and market risks. Although leveraged and inverse ETFs can be a useful investment tool for some investors and in limited circumstances, it is extremely important for you to understand that holding these ETFs longer than one day may result in significant losses.
- Asset Allocation and Monitoring - Strategists have agreed to provide us from time to time any updates or changes they make to the models they provide, including changes to asset allocation and underlying investment selection. We will, on a discretionary basis without consulting you in advance, determine whether and in what manner to implement a Strategist's recommended changes. Our failure to implement your Strategist's changes in a timely manner or at all may result in losses in the value of your AAMP Portfolio(s). Also, there is no assurance that the performance of your AAMP Portfolio will track that of any benchmark or index, including those that may be used in AAMP marketing materials.
- General Risks of Investing - All Underlying Investments and investment strategies involve risk, the degree of which may vary significantly. Investment performance can never be predicted or guaranteed, and the value of your Underlying Investments will fluctuate due to market conditions and other factors. Investments made and the actions taken by us with respect to the Underlying Investments your AAMP Portfolio(s) will be subject to various market, liquidity, economic and political risks that we and you cannot control. You should review the offering materials and other disclosures available for each of your Underlying Investments to obtain an accurate appreciation for their associated risks and fees

## **ITEM 9 - DISCIPLINARY INFORMATION**

We are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our investment advisory activities.

We have no applicable information to disclose.

## **ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

We are dually registered as a broker-dealer and federally registered investment advisor. These are our primary businesses. We are a wholly-owned subsidiary of CommunityAmerica Credit



Union, an entity qualified to sell NCUA regulated products in certain counties in Kansas and Missouri. We are a wholly-owned subsidiary of CommunityAmerica CUSO One, LLC, which is licensed to sell insurance and mortgage products. Insurance products are sold through CommunityAmerica Insurance Agency (“CAIA”), which is also a related entity owned by CommunityAmerica CUSO One, LLC.

Your advisor is registered with our broker-dealer and investment advisor. In this capacity, your Advisor will receive compensation from advising clients to establish brokerage, financial planning and investment advisory relationships with us. Your advisor may also make referrals to CAIA and receive compensation for insurance products sold through CAIA.

As a result of providing financial planning services to you, your Advisor may recommend that you invest in Underlying Investments and investment or insurance services that will result in compensation being paid to your Advisor. This presents a conflict of interest.

## **ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

We place significant value on ethical conduct for all advisory business. In addition to our obligation to comply with the federal securities laws, we have established a standard of business conduct required of all our personnel in our Code of Ethics. Our Code of Ethics is designed to protect clients by deterring misconduct and preventing fraud by reinforcing fiduciary principles that must govern the conduct of our personnel. An Adviser, as a fiduciary to its clients, is responsible for providing professional, continuous, and unbiased investment advice. Fiduciaries owe their clients a duty of honesty, good faith, and fair dealing. In order to ensure that our Advisors and employees strictly adhere to the highest standard of conduct and integrity in conducting business on behalf of our clients, we require all personnel to sign our Code of Ethics.

In addition, the Code of Ethics governs personal trading by all personnel and is intended to ensure that personal securities transactions effected by personnel are conducted in a manner that avoids any actual or potential conflict of interest between personnel and clients of us or our affiliates. We collect and maintain records of securities holdings and securities transactions effected by our personnel. These records are reviewed to identify and resolve potential conflicts of interest. We will furnish a copy of our Code of Ethics to you upon request. You may contact your Advisor at their office number or our home office at 913.905.3600.

## **ITEM 12 - BROKERAGE PRACTICES**

The broker/dealer that maintains your advisory account and executes trades is also referred to as the qualified custodian. Your TPMA Manager will select the broker/dealer to hold your account(s). A TPMA Manager may use one or several broker-dealers as custodians. This may include our Clearing Firm (described in Item 15 below). Your AAMP account(s) will be held by our Clearing Firm. All purchases and sales of Underlying Investments in your TPMA and AAMP accounts will be executed through and held by the broker-dealer(s) selected by your Manager

for TPMA accounts (which may include our Clearing Firm) and our Clearing Firm for AAMP accounts.

Please see each Manager's Brochure for further information about order handling, including aggregating or bunching orders.

We have a trade error procedure to resolve trading errors that may occur in AAMP accounts. Corrections are reviewed and approved by our operations personnel. Corrections will be processed, to the extent the markets are open, in a timely manner in an attempt to ensure no material financial harm to you. Gains on trade error corrections will typically be offset by losses in our trading account, if any.

We do not have soft dollar arrangements nor do we receive any client referrals from broker dealers that we recommend.

## **ITEM 13 - REVIEW OF ACCOUNTS**

For TPMAs, each Advisor is responsible for reviewing new account documents and initial transactions. New AAMP accounts are reviewed and approved by a Supervisory Principal. You and your Advisor should meet at least annually to discuss whether or not to change or terminate a TPMA Manager or change an AAMP portfolio or any of its Underlying Investments. Annual reviews and attempts to schedule annual reviews are documented and retained by us. Your Advisor must obtain your written permission to change or terminate a TPMA Manager or AAMP portfolio.

You will receive from qualified custodians, including our Clearing Firm, at a minimum, quarterly account statements describing positions and activity in your TPMA and AAMP portfolio accounts. For any month there is activity in the account, you will receive a statement detailing that month's activity. We (not your advisor) provide written performance reports and consolidated statements no less than quarterly for AAMP accounts. We urge you to carefully review these performance reports and consolidated statements and alert us and your Advisor promptly if there are any discrepancies or errors. Written performance reports and consolidated statements may be provided by your TPMA Manager detailing your current asset allocation and performance. Consolidated statements are provided for informational purposes and as a courtesy to our clients. We have an agreement with a third-party technology vendor to implement and host the consolidated statement and performance reporting platform. That vendor is not affiliated with us. We believe the data provided on consolidated statements is reliable but the accuracy and completeness of the information is not guaranteed and has not been verified by us. The data in the consolidated statement is a compilation of information from various financial sources (for example, the broker-dealer, including our clearing firm, holding your TPMA or AAMP account). In the event of any discrepancy, the statement you receive directly from the companies maintaining your account(s) are the official records of your holdings and the valuations on those statements shall prevail.

Financial planning services terminate upon delivery of the financial plan. Thus, there are no ongoing reviews conducted by us. However, your Advisor will offer you the opportunity for periodic reviews as desired. You may also choose to engage us for subsequent services to review and update your financial plan at any time due to major life events or changes in the economic environment. If you engage us to prepare an updated plan, you will enter into a new investment advisory agreement for financial planning services. All financial planning updates or reviews are conducted by your Advisor.

## **ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

### **SOLICITATION ACTIVITIES AND RECEIPT OF REFERRAL FEE**

We act as a Solicitor for various TPMA Managers pursuant to solicitation agreements with the Managers. We and your Advisor will receive compensation for referring clients to TPMA Managers for investment management services. The nature of the Solicitor relationship and the amount of compensation is disclosed by your Advisor to you in writing before or at the time of the referral.

### **OTHER COMPENSATION**

In addition to the fees discussed in Item 5 above, we receive compensation from certain TPMA Managers and AAMP Strategists for ongoing marketing and sales support activities including, but not limited to, training, educational meetings, due diligence reviews, and day-to-day marketing and/or promotional activities. Not all Managers pay such compensation. This compensation may be paid to CAFS directly or paid to CAFS or a vendor on behalf of our Advisor. These payments are not made directly to an Advisor. This is a conflict of interest as it will result in CAFS providing the TPMA Managers or AAMP Strategists that provide us this additional compensation with increased access to our Advisors. This additional access to Advisors and the additional financial support paid on behalf of an Advisor could create a conflict of interest for the Advisor and cause the Advisor to recommend a TPMA Manager or AAMP Strategist to you that has this additional access and/or provides financial support on the Advisor's behalf over a TPMA Manager or AAMP Strategist that does not have additional access to the Advisor or provide financial support on their behalf.

We participate in a revenue sharing program with our clearing broker-dealer, Apex Clearing, based on the dollar amount of cash held in your AAMP account at Apex clearing. We collect this revenue as soon as cash is invested in your AAMP account regardless of when your account is allocated to the Underlying Investments. This represents a conflict of interest as we receive revenue from the cash held in your AAMP both through this revenue sharing arrangement as well as from the asset-based management fee, which includes the value of the cash held in your account. We mitigate this conflict by following the recommended allocations of the Strategists and following our established parameters to rebalance your AAMP account based on any changes recommended by the Strategists or changes in the market value of the Underlying Investments held in your account (See Item 4 for additional information). We also monitor for new AAMP

accounts that are not yet fully funded and reserve the right to close those accounts if they are not funded within 120 days.

## **ITEM 15 - CUSTODY**

We are dually registered as a broker-dealer and federally registered investment advisor. As such, we custody all Underlying Investments in AAMP accounts with our clearing firm (Clearing Firm):

### **Apex Clearing Corporation**

350 North St. Paul Street  
Suite 1300  
Dallas, TX 75201

For TPMA accounts, your advisory Underlying Investments will be maintained by the qualified custodian selected by the Manager, which may include our Clearing Firm. All qualified custodians are independent and have no affiliation with us.

You will receive quarterly statements and possibly other reports from your qualified custodians for each of your TPMA and AAMP accounts. We urge you to carefully review each statement and report and alert your Advisor promptly if there are any discrepancies or errors. Additionally, you are reminded to make all checks and securities payable/endorsed to the specific qualified custodian(s) of your TPMA and/or AAMP accounts, and not to us or your Advisor.

## **ITEM 16 - INVESTMENT DISCRETION**

For AAMP accounts, you will grant to us discretionary authority to buy and sell Underlying Investments in your AAMP Portfolio(s) without first consulting you. Similarly, you will grant to your TPMA Manager(s) discretionary authority to buy and sell Underlying Investments. Discretionary authority includes the authority to determine the security and the amount to be bought or sold without obtaining your prior consent. This discretionary authority does not include withdrawing funds or securities from your account(s). Discretionary authority is granted only by you and must be in writing.

## **ITEM 17 - VOTING CLIENT SECURITIES**

Neither we nor your Advisor vote proxies for Underlying Investments held in either TPMA or AAMP accounts. You retain the responsibility for receiving and voting proxies. You will from time to time receive proxy solicitations from the custodian and/or transfer agent of your Underlying Investments. You should contact the person identified in the proxy materials with any questions about a particular proxy solicitation.

## **ITEM 18 - FINANCIAL INFORMATION**

We do not meet the requirements of the Act and rules promulgated thereunder that require investment advisors to provide financial information.

## **ITEM 19 - STATE REGISTERED ADVISERS**

We are a federally registered advisor. As such this item does not apply to us.