

INVESTMENT MANAGEMENT PROGRAM BROCHURE

Sponsor: Bontempo Ohly Capital Management LLC

Address: 7501 Wisconsin Ave., Suite 1340 East Tower
Bethesda, MD 20814

Telephone: 240.497.1300

This Brochure provides clients with information about Bontempo Ohly Capital Management LLC and the Investment Management Program, all of which should be considered before becoming a client of the Investment Management Program. This information has not been approved or verified by any governmental authority.

TABLE OF CONTENTS

INTRODUCTION	3
CLIENT ELIGIBILITY	4
PROGRAM SERVICES	4
PORTFOLIO MANAGER AND THE MANAGEMENT OF ACCOUNTS	4
ACCOUNT INFORMATION AND REPORTING	5
PROGRAM FEE	6
WRAP STRUCTURE USAGE AND TRANSACTION CHARGES.....	7
TERMINATION.....	8
ADDITIONAL INFORMATION AND CONFLICTS OF INTEREST	8
ADDITIONAL DISCLOSURES	9
EXHIBIT A	10

INTRODUCTION

Bontempo Ohly Capital Management LLC (“BOCM” or “Sponsor”), a Maryland limited liability company, sponsors a wrap fee program called the Investment Management Program (“Program” or “Program Accounts”), pursuant to which investment management and brokerage services are provided for an inclusive wrap fee to all Program Accounts. The Sponsor will offer access to its own professional money manager (“Portfolio Manager”), who will manage all Program Accounts on a discretionary basis. Please see pages 7-9 for further information and conflicts-of-interest disclosure. BOCM will provide assistance with asset allocation and selection of investment programs, based on Client objectives and risk tolerance.

It is anticipated that Schwab Institutional will continue to provide brokerage and custodial services to BOCM's clients, which may include execution, clearance, and settlement of securities transactions, custody of securities and cash balances, and extension of credit on any margin transactions, if applicable. Schwab Institutional is a division of Charles Schwab & Co., Inc. (“Schwab”) that serves independent investment advisors and their clients. Schwab is not affiliated with BOCM.

The following sections describe the Program in further detail. Prior to entering the Program, please carefully read this Brochure, the Investment Management Agreement, and all other Program materials, including all disclosure documents such as BOCM’s Advisor Disclosure Brochure.

CLIENT ELIGIBILITY

Prospective clients will be evaluated through the initial meeting(s) and financial planning process (see “BOCM Financial Planning Agreement”) to determine eligibility for the Program. Completion of the initial meeting(s) and a financial plan does not obligate a client to enter into the Program, nor does it obligate BOCM to accept a client into the Program. The Program is the sole investment management offering from BOCM, and, assuming that the client satisfies all eligibility requirements, the Program is intended for institutional, individual, and/or pension and retirement accounts. To become a client of the Program, a signed Investment Management Agreement, as well as any other related documents, must be completed. The Investment Management Agreement will govern participation in the Program. Please carefully read all of the Program materials and information before deciding to enter into the Program.

Typical account size for the Program could range from \$1,000,000 to \$5,000,000. Accounts below \$500,000 will be analyzed on a case-by-case basis to determine eligibility for the Program. If an account value falls below a certain threshold due to client withdrawal, the account may be closed at BOCM’s discretion. If a client no longer fits the profile that the Program requires, BOCM may terminate its services at its sole discretion. At any time, the client may elect to terminate participation in the Program by notifying BOCM (see “TERMINATION”). Withdrawals of assets from any account may be made by contacting BOCM.

PROGRAM SERVICES

The following describes the Program and the services offered by the Program.

PORTFOLIO MANAGER AND THE MANAGEMENT OF ACCOUNTS

BOCM will open an account, and the Portfolio Manager will buy and sell according to Client objectives, risk tolerance, and as dictated by the manager’s investment models. Client objectives and risk tolerance are determined through the financial planning process and other account opening documents provided to the client prior to or at the time of applying for participation in the Program. The Portfolio Manager will have discretion to manage all accounts in the Program in accordance with Portfolio Manager’s investment style and Client objectives. At no time will a client be permitted to engage in any securities transactions for their Program Account(s).

In general, the Portfolio Manager’s investment style can be categorized under the “balanced” category. Although it is possible Client may have an all fixed-income portfolio or an all-equity portfolio (based on Client objectives and resources), most client portfolios

contain a mixture of fixed-income and equity securities. The Portfolio Manager generally buys mature, dividend-paying stocks and highly rated fixed-income securities.

The Sponsor and Portfolio Manager do not guarantee the future performance, any specific level of performance, or the success of any investment decision or strategy of any Program Account. The price of securities contained in all Program Accounts can and will fluctuate, and any security or group of securities has the potential to become valueless due to external adverse events, such as severe market decline.

It is anticipated that the execution and/or clearance of most securities transactions will continue to be provided by Schwab Institutional, which will also act as custodian for client assets, subject to the Portfolio Manager's fiduciary duty to obtain best execution. Client will have access to their Account and receive information as set forth below.

Under the Program, except as otherwise specifically waived or agreed to in writing by Client and BOCM, Client will retain the following rights while participating in the Program: a) the right to withdraw securities and/or cash from a Program Account; b) the right to vote the securities in Client Program Account(s); c) the right to be provided in a timely manner with trade confirmations for all securities transactions occurring in Program Accounts and all other documents required by law to be given to security holders; d) the right to proceed against an issuer of any security in Client Program Account(s) and not be obligated to join any other person or client of the Program as a condition of bringing a proceeding.

The Portfolio Manager will have access to all Program-related Client records at BOCM and/or at Client custodian that may assist the Portfolio Manager in management of the Client Program Accounts. Client agrees to promptly notify BOCM if there have been any material changes in personal and/or financial information that would affect management of Program assets or require a change in investment strategy; should any uncertainty arise, BOCM may need to independently verify and confirm such notifications from Client. The Portfolio Manager will be updated periodically by the Sponsor, or as needed, when any material change may impact the management of Program Accounts. The Portfolio Manager or other authorized agents of BOCM will be reasonably available for ongoing consultation regarding Program Accounts.

ACCOUNT INFORMATION AND REPORTING

Client or appropriate designee will be furnished with trade confirmations of all securities transactions in any Program Account and a monthly or quarterly account statement. As part of the Account opening procedure, Client will authorize custodian to send duplicate statements, trade confirmations, and any other applicable Account information to BOCM.

All wrap fees and Portfolio Manager rates of return are calculated by the Sponsor using third party software. Account rates of return are monitored on an ongoing basis by the Portfolio Manager. The Portfolio Manager will compare investment model performance and Program Account returns to the appropriate indices and benchmarks to evaluate relative performance.

PROGRAM FEE

For the services provided by the Portfolio Manager and other authorized agents of BOCM regarding Program Accounts, Client will be charged a wrap fee in accordance with the Wrap Fee Schedule attached as Exhibit A.

The Wrap Fee Schedule is subject to change and may be modified by BOCM upon 30 days written notice to the client. The wrap fee will be charged on a calendar quarter basis, in advance. The portion of management fees paid to the Portfolio Manager for equity accounts typically ranges from 39 to 65 basis points per annum. The Manager is paid between 20 to 33 basis points per annum for fixed-income accounts. A portion of the wrap fee paid to the Portfolio Manager on other types of accounts may vary and will be based on the account's value. The remainder of the wrap fee is shared among the other Program Representatives, pursuant to agreements between them.

By signing the Investment Management Agreement, Client will authorize BOCM to deduct the quarterly wrap-fee payments from the assets in their account. If necessary, in order to pay such amounts, the Portfolio Manager has authority to liquidate assets in order to satisfy such payments.

The initial quarterly wrap-fee payment is due in full on the date the Account is opened and will be based on the Account value on that date and will cover the period through the last calendar day of the initial calendar quarter. Wrap-fee payments for partial periods will be prorated accordingly. Thereafter, the quarterly wrap-fee payments will be charged at the beginning of the new quarter and be based on the Account value on the last business day of the previous quarter. For each deposit to or withdrawal from any Program Account that is equal to or greater than \$25,000, the wrap fee will be adjusted and based on the date of such deposit or withdrawal. Should deposits or withdrawals cause Account(s) to fall into a different fee bracket, appropriate adjustments will be applied at the start of the next full calendar quarter at the account's then-prevailing billing rate. The wrap fee includes the Portfolio Manager's investment management fees, brokerage transaction charges, and normal and customary consulting services connected with the management of Program Accounts only. Other consulting fees, trading advice, financial planning fees, or administrative services are not included in the wrap fee and will be billed out separately from the wrap-fee billing (see BOCM Consulting, Financial Planning, and Administrative Services Hourly Rate Schedule for specific rates and details).

Full or partial (partial withdrawals equal to or greater than \$25,000 per account) “forced” liquidations (i.e., client withdrawals of funds “forcing” security liquidations) will be credited pro-rated management fees less brokerage transaction charges. It should be noted that forced liquidations are not sell decisions by the Firm’s Portfolio Manager and, therefore, brokerage transaction charges are not covered under the wrap-fee agreement. The liquidation of any securities placed into a Program Account which are not part of the Portfolio Manager’s models is not covered under the wrap fee, and, therefore, separate transaction charges apply.

The client should carefully determine whether it may be more advantageous to deposit cash into a Program Account in lieu of securities. Additionally, the wrap fee does not include internal expenses contained in certain securities such as exchange traded funds, custodian account fees, if any, or other miscellaneous custodian charges, dealer mark-ups or mark-downs in principal transactions, odd-lot differentials, exchange or U.S. Securities Exchange Commission (“SEC”) fees and any other charges imposed by law. Wrap fees are not negotiable.

WRAP STRUCTURE USAGE AND TRANSACTION CHARGES

BOCM’s sole use of the wrap-fee structure is to absorb transaction charges levied by the custodian (presently, Schwab Institutional). However, BOCM’s wrap fees are based only on its investment management services, independent of any transaction charges. As a courtesy to its clients, BOCM has always absorbed transaction charges in accordance with BOCM’s Investment Management Agreement. Consequently, the presence or absence of transaction charges has no effect on BOCM’s wrap-fee schedule. Additionally, given that Schwab (or any future custodian) is likely to retain its right to charge for certain transactions, BOCM manages all of its equity and fixed-income accounts under the wrap-fee structure in order to insulate the clients from transaction charges, pursuant to BOCM’s Investment Management Agreement.

It should be noted that, as of October 2019, Schwab has eliminated transaction charges for electronic equity trades, which were previously paid for by BOCM. The elimination of said transaction charges has the effect of increasing BOCM’s net revenue. Additionally, because BOCM currently has no transaction charges to cover for electronic equity trades, the advantage of the wrap-fee structure is diminished for BOCM’s equity accounts.

TERMINATION

Client will be able to terminate participation in the Program at any time by giving notice to BOCM. BOCM may terminate its duty to manage Program assets at any time, with or without cause, by notifying Client. Transactions in progress by the Portfolio Manager will be completed in the normal course of business. If an Account is closed, a pro rata refund from the date of termination through the end of the applicable calendar quarter will be made and credited to Client Account. However, since the account will no longer be a Program Account and, therefore, will not be covered under the wrap fee, any requested securities liquidations will be subject to brokerage or other transaction charges by the custodian.

ADDITIONAL INFORMATION AND CONFLICTS OF INTEREST

BOCM is an investment advisor registered with the SEC. BOCM offers wealth management services on a discretionary basis to individuals, retirement accounts, and corporate accounts. BOCM is Sponsor of the Program, and BOCM's Portfolio Manager will have discretionary authority to determine the securities (or amount of securities) to be bought or sold, the broker to be used and the commission rates paid with respect to Program Accounts. Other authorized agents of BOCM do not have discretionary authority to determine any of the above-mentioned items. At the direction of the Portfolio Manager, trades may be placed in Program Accounts by other authorized agents of BOCM.

The Sponsor does not use "soft dollars" generated by its clients to pay for research-related services. The term "soft dollars" refers to the Sponsor receiving products or services provided by brokers, without any cash payment from the Sponsor, based on the volume of brokerage commission revenues generated from securities transactions executed through those brokers on behalf of Sponsor's Clients. Even though Sponsor does not use "soft dollars," sponsors in general are authorized to direct brokerage to firms which furnish or pay for quotation and/or office equipment, record keeping, research related services, and other services within the "safe harbor" provided by Section 28 (e) of the United States Securities Exchange Act of 1934.

The Sponsor does not use soft dollars to pay for periodical subscription fees, computer databases used for brokerage or research purposes and related technical support, performance and portfolio management maintenance and reporting software or other reasonable expenses as determined by the Sponsor. However, the availability of these non-monetary benefits could influence a sponsor to select one broker rather than another to perform services for its clients. Therefore, Sponsor's business policy prohibits the use of "soft dollars" in an attempt to minimize conflicts of interest between Client, Sponsor, and broker/custodian.

Since Sponsor will recommend its own Portfolio Manager, there potentially exists a conflict of interest in BOCM recommending use of its Portfolio Manager instead of other portfolio managers that may be available to Client from outside sources and other wrap fee programs.

ADDITIONAL DISCLOSURES

As discussed previously, the Portfolio Manager will receive compensation as a result of Client participation in the Program. The Portfolio Manager, therefore, may have a financial incentive to recommend the Program over other programs or services.

The wrap fee charged to Client in the Program may be more or less than the cost of separately purchasing services similar to the Program's services, as in an arrangement involving a separate fee for investment advice and separate commission charges for brokerage transactions. Generally, the factors that bear upon the relative costs of an investment program include the costs of specific services provided and the amount of trading activity in a client's account.

There is no guarantee that any Program Account will be profitable or will not sustain a loss. Past performance of the Portfolio Manager may not be indicative of future results. Each Program participant and its employees may perform similar or different brokerage, research, and investment advisory services for other persons not participating in the Program and for their own respective accounts. The Portfolio Manager may also give advice or take actions for other clients that differ from the timing or the nature of action taken for any specific Client Account(s). At no time will BOCM, its employees, or its Portfolio Manager take any action with respect to any Program Account on the basis of material non-public information.

EXHIBIT A

Wrap Fee Schedule

EQUITY AND FIXED-INCOME PORTFOLIOS

<u>Assets</u>	<u>Equity</u>	<u>Fixed</u>
Under \$2,000,000	1.0%	.50%
\$2,000,000 - \$4,999,999	.90%	.45%
\$5,000,000 - \$9,999,999	.80%	.40%
\$10,000,000 - \$24,999,999	.70%	.35%
\$25,000,000 - \$49,999,999	.60%	.30%
\$50,000,000 - \$74,999,999	.55%	.275%
\$75,000,000 - \$99,999,999	.50%	.25%
\$100,000,000 and over	.40%	.20%