

ITEM 1 – COVER PAGE

**SEC FORM ADV PART 2A
“Brochure”**

**LongView Wealth Management, Inc.
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December 19, 2023

This Brochure provides information about the qualifications and business practices of LongView Wealth Management, Inc. If you have any questions about the contents of this Brochure, please contact us by phone at 404-843-3100 or send an email to jhayes@lvwm.com. 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 LongView Wealth Management also is available on the SEC’s website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for LongView Wealth Management is 136214. Any references to LongView Wealth Management as a registered investment adviser or its related persons as registered investment advisory representatives does not imply a certain level of skill or training.

ITEM 2 - MATERIAL CHANGES

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure. Each year, we will ensure that you receive a summary of any material changes to this and subsequent brochures by April 30th. This Brochure contains updated information about LongView's business since our last filing in March of 2022. We have provided updates on our business and enhanced disclosures regarding the following items:

- Item 4 - Updated Advisory Business
- Item 5 - Fees and Compensation
- Item 10 – Other Financial Industry Activities and Affiliations
- Item 12 – Brokerage Practices
- Item 14 – Client Referrals and Other Compensation
- Item 15 - Custody

LongView will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge. Currently, LongView's Brochure may be requested by contacting Mr. John Hayes, Chief Compliance Officer at (404) 843-3100 or jhayes@lvwm.com.

Additional information about LongView is also available via the SEC's web site www.adviserinfo.sec.gov. The searchable IARD/CRD number for LongView is 136214. The SEC's web site also provides information about any persons affiliated with LongView who are registered, or are required to be registered, as investment adviser representatives of LongView.

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ITEM 4 - ADVISORY BUSINESS

LongView Wealth Management, Inc. (hereinafter referred to as “LongView” or “we”) is an investment advisory firm offering a variety of advisory services customized to your individual needs.

- A. LongView was created in 1978 and is organized as a corporation. Larry Quinton Fisher is our CEO and Jennifer Stewart is our President.
- B. LongView offers the following advisory services. Each of the services is more fully described below.
- Asset Management
 - Initial and/or Periodic Financial Planning and Asset Allocation Services
 - Divorce Planning Services
 - Analysis, Recommendation and Monitoring of Third-Party Managed Programs
- C. LongView tailors the advisory services it offers to you to meet your individual needs. LongView will ask for financial documents and have you complete a data gathering questionnaire which will assist LongView with obtaining information about your financial situation and history. Additionally, LongView will meet with you in person or virtually to discuss your goals and timelines which will assist LongView in providing you with the services requested and pertinent to your financial situation. Documents frequently requested will include but not limited to:
- Financial Statements
 - Tax Records
 - Cash flow analysis
 - Other applicable financial information required by LongView in order to provide the investment advisory services requested.
- D. As of December 31, 2022, we managed approximately \$864,624,622.00 of client assets on discretionary basis and \$15,792,181.00 on non-discretionary basis totaling \$880,416,844.00 regulatory assets under management.
- E. **Asset Management Services**
- LongView offers continuous and ongoing asset management services based on a client’s individual needs. LongView has arrangements with multiple broker/dealers to offer clients custodial services and enable LongView to manage client’s assets. Please refer to the disclosures in Item 12 for additional information about the relationship between LongView and the broker/dealers.

Accounts are managed by LongView on a discretionary or non-discretionary basis as agreed to between the client and LongView. For the accounts managed on a discretionary basis, you will give LongView the authority to determine the securities to be purchased and sold in the account and alter the securities holdings from time to time, without prior consultation with you. Such discretionary authority will be granted in the Client Agreement executed by you and LongView. If you elect to have your accounts managed on a nondiscretionary basis, no changes will be made to the allocation of your account without prior consultation with you and your expressed agreement.

LongView primarily uses open-ended mutual funds, ETF’s, stocks, and bonds.

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Clients are advised that transactions that occur in the account such as account reallocations and rebalancing can trigger a taxable event for the client. However, note that LongView does not provide tax advice and you are encouraged to consult a tax professional to evaluate any tax implications.

F. LongView offers Advisory Services through the following programs:

- LongView Wealth Management Program Wrap
- LongView Wealth Management Program Non-Wrap
- LongView Wealth Management Financial Planning Engagement
- Divorce Planning
- Third-Party Money Managers
 - Envestnet
 - Frontier

LongView Wealth Management Program (Wrap)

LongView uses a wrap program which for a management fee will include LongView's charge for managing your account as well as ticket charges assessed by the custodian for transactions placed in your account. Be aware the custodian does charge other fees which will not be covered by the wrap fee. A full list of charges assessed by the custodian is available for your review provided by the custodian. Typically, a wrap program is more suitable for clients who will have more frequent trading in securities for which the custodian charges transaction fees. Custodial services are made available through Schwab Institutional a division of Charles Schwab & Co., Inc. ("Schwab") and National Financial Services LLC or Fidelity Brokerage Services LLC ("Fidelity"), both of which are a registered broker/dealer and member SIPC. Refer to Item 12 for additional information about Schwab and Fidelity.

LongView Wealth Management Program (Non-Wrap)

LongView uses a non-wrap program which for a management fee will only include LongView's charge for managing your account. Transaction fees in the form of ticket charges will be assessed by the custodian for transactions placed in your account. Be aware the custodian does charge other fees and a full list of charges assessed by the custodian is available for your review provided by the custodian. Typically, a non-wrap program is more suitable for clients who will have more less frequent trading in securities for which the custodian charges transaction fees. Custodial services are made available through Schwab Institutional a division of Charles Schwab & Co., Inc. ("Schwab") and National Financial Services LLC or Fidelity Brokerage Services LLC ("Fidelity"), both of which are a registered broker/dealer and member SIPC. Refer to Item 12 for additional information about Schwab and Fidelity.

Initial and/or Periodic Financial Planning and Asset Allocation Services

Initial and/or Periodic Financial Planning Advisory Services include the initial writing and formulation of a personal financial plan. Services may be inclusive or limited, as agreed.

Periodic Financial Planning Advisory Services include the design, construction, asset allocation, implementation, and monitoring of investment portfolios.

Miscellaneous Services include evaluation, analysis, and recommendations concerning specific, isolated

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financial planning problems or investment decisions.

LongView furnishes financial planning advice by way of incidental consultations. These consultations can contain advice about securities and are not included in any manner described above.

Asset allocation services include the design, construction of an asset allocation and periodic monitoring of the account. If LongView or your LongView Advisory Representative is not the representative of record on the account, the client will be responsible for implementation of the designed asset allocation plan. Further, unless duplicate statements and confirmation can be sent by the account custodian to LongView it will be the client's responsibility to provide at least quarterly statements to LongView. These services are periodic and are not meant to be considered or held out as continuous and ongoing asset management services. Advice will be provided upon the request of the client or as a result of a market event.

The above services can be combined. Our advice will be based on information, documents, and risk guidelines which clients provide.

During the financial planning process, LongView works with clients to define personal goals, evaluate existing financial circumstances and develop coordinated strategies to meet financial objectives. The client may, at his or her discretion, choose to implement the plan with LongView. Implementation of the plan requires LongView to work closely with the client's attorney, accountant, banker, or other trusted financial advisors. Finally, LongView can work with the client to review and update their plan on a regular basis.

The Financial Plan includes written presentation of client objectives and goals, a summary of assumptions used in preparing financial analyses, a summary of significant events occurring during the planning period, a discussion addressing each of the client's objectives, and assessing his or her ability to achieve each goal, and recommendations detailing the steps the clients must take to achieve the financial objectives.

Financial analyses are devised in applicable areas of tax planning, budgeting, children's education, retirement planning, insurance and disability protection, estate planning, investments and business planning.

Financial planning services are based on the client's financial situation at the time and are based on financial information disclosed by the client to LongView. Clients are advised certain assumptions are made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. LongView cannot offer any guarantees or promises that client's financial goals and objectives will be met. Further, client must continue to review any plan and update the plan based upon changes in the client's financial situation, goals, or objectives or changes in the economy. Should client's financial situation or investment goals or objectives changes, clients must notify LongView promptly of these changes.

Once the client receives written recommendations, it is client's decision alone to implement the recommendations, either completely, in part, or not at all.

Divorce Planning (Consulting)

Certain Advisory Representatives of Long View offer divorce-consulting services. Services will include but will not be limited to summary of income and expenses (pre and post-divorce), summary of present financial position

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(community and separate property), options regarding division of property, projected net worth (post-divorce), projected cash flow (post-divorce), recommended financial plan, expert witness regarding financial matters, all post-divorce services related to the divorce.

Third-Party Managed Programs

LongView and its Advisory Representative(s) provide asset allocation advice through various third-party fund management programs, such as Envestnet and Frontier. Advisory Representative will assist the client in selecting a suitable investment portfolio and asset allocation strategy that will be used by the program sponsor to properly allocate the client's assets in the investment portfolio. Advisory Representative provide initial and ongoing client education concerning the asset allocation strategy selected by client, explain rebalancing guidelines utilized with the investment allocation strategy selected and meet with client periodically to discuss changes in client's investment objectives and risk tolerance. The investment portfolio will be created by the program sponsor, which typically determines the funds included in the portfolio it creates, the specific asset allocations within each portfolio, and rebalances the portfolio periodically. The program sponsor will periodically change the relative allocations among funds in the portfolio.

The third party will generally determine the minimum investment amount for client participation. Disclosure of the third-party manager's minimum account requirements will be disclosed in the third-party manager's disclosure brochure.

Clients are advised that third-party managed programs can be more or less expensive than if the client obtained services directly from the third-party manager or obtained services separately.

It is important to read the third-party manager's Disclosure Brochure before entering into a third-party program.

Held-Away Accounts

We use a third-party platform (Pontera) to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. Once client account(s) is connected to the platform, Adviser will review the current account allocations. When deemed necessary, Adviser will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time and manage internal fees that harm account performance. Client account(s) will be reviewed at least quarterly, and allocation changes will be made as deemed necessary.

General Information

You are advised the investment recommendations and advice offered by LongView are not legal, tax or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform LongView promptly with respect to any changes in your financial situation and investment goals and objectives. Failure to notify LongView of any such changes could result in investment recommendations not meeting your needs.

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Advisory Representatives recommend to clients the use of various share classes of mutual funds including no transaction fee funds. This will create conflicts of interest as the IAR will be incentivized to recommend funds which will not charge them a ticket charge for wrap accounts and is not necessarily in your best interest. Generally, clients should select the lowest cost available share class for wrap accounts. For Non-Wrap accounts a client should weigh the benefit of not paying a ticket charge with the increased cost for the share class.

Clients are advised of the following:

1. Class I shares generally have lower internal expenses and no upfront fees. There may be minimums to utilize this share class.
2. No Transaction fee funds typically have higher internal expenses that can outweigh the benefits of not paying a ticket charge.

Disclosure of the costs and expenses of various share classes is contained in the prospectus. Clients should read the prospectus prior to investing.

The cost to the client will vary depending on the type of share class of mutual funds purchased, amount of trading, and amount of service requested by the client. Clients are advised that clients will continue to pay internal expenses of the mutual fund even after the termination of the advisory agreement. It is important to consider and evaluate the internal costs. Though internal costs are not evident on statements and confirmations, such costs and expenses should be considered along with the advisory fee you pay LongView, when determining your total cost of investing.

There is no assurance that the level of experience and service each individual IAR provides is uniform. LongView clients can pay more or less for the same service due to the experience, time required to complete plan and sophistication of its Financial Planner.

ITEM 5 - FEES AND COMPENSATION

Asset Management Services: LongView Wealth Management Wrap and Non-Wrap Program

- A. Fees are negotiable and are not based on a share of capital gains or capital appreciation of the funds or any portion of the funds. Fees will vary from client-to-client and are detailed in the Client Agreement provided to the client. Fees are determined by the Investment Advisor Representative and agreed on by you the client. An IAR will use many factors to determine the fee charged to include but not limited to the complexity of the services needed, time required for completion, and the experience level of the IAR. Therefore, a client can pay more or less than another client serviced by the same or another Advisory Representative.

Your Advisory Representative has an incentive in the advisory fee paid by the client since the Advisory Representative will receive a portion of the advisory fee collected by LongView.

Your account balance will fluctuate throughout the quarter due to asset appreciation or depreciation or account withdrawals and deposits, however these fluctuations will not affect your billing. For accounts billed in advance billings are calculated based on the account value of the account on the last day of the prior quarter. For accounts billed in arrears billings are calculated based on the account value of the account on the last day of the quarter.

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Your Advisory Representative may choose to aggregate a client's household managed accounts together. This aggregation will increase the total managed assets and the higher amount will help a client reach a breakpoint or participate in higher tiers which are generally charged a smaller fee. Management Fees are charged in one of three ways.

Breakpoint fee – The fee is determined by a reducing fee schedule based on predetermined asset ranges. The fee charged will be the fee for the corresponding range the assets fall into.

Tier fee – The fee is determined on a reducing schedule in which the assets are charged the value in each tier for the portion of the assets that fit into each tier. So instead of only paying one fee at the highest range the client will pay at each range as described below. An account balance is 2 million dollars.

FROM	TO	CLIENT FEE	Calculated Amount for \$2,000,000.00
\$0	\$100,000	1.75%	$\$100,000.00 \times 1.75\% = \$1,750.00$
\$100,000.00	\$250,000	1.50%	$\$150,000.00 \times 1.50\% = \$2,250.00$
\$250,000.00	\$500,000	1.25%	$\$250,000.00 \times 1.25\% = \$3,125.00$
\$500,000.00	\$1,000,000	1.20%	$\$500,000.00 \times 1.20\% = \$6,000.00$
\$1,000,000.00	and higher	1.00%	$\$1,000,000.00 \times 1.00\% = \$10,000.00$
			\$23,125.00 = blended rate of 1.16%

Flat Rate – The fee for flat rate is determined by multiplying the assets by the rate agreed upon.

Actual fees are negotiable and based upon the services requested by the client, the complexity of the client's situation, and the amount of time required to provide the services. Further, advisory fees vary based on the IAR and their experience. Therefore, clients are advised that certain Advisory Representatives of LongView charge more or less than others so the fee quoted to you as the client will be more or less than other clients.

LongView can change the fee schedule upon 30-days prior written notice to you.

Advisory fees will generally be collected directly from your account, provided you have given LongView written authorization. You will be provided with an account statement reflecting the deduction of the advisory fee direct from the account custodian. If the account does not contain sufficient funds to pay advisory fees, LongView has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. You may reimburse the account for advisory fees paid to LongView, except for ERISA and IRA accounts.

- B. In addition to the advisory fees set forth above, there may also be account maintenance fees, custodial fees, transaction fees, and retirement fees for maintaining their portfolio. LongView does not share in any portion of these fees. However, clients participating in a wrap account where the client pays one fee for asset management and transactional charges will not be assessed separate transactions charges. Instead, the client will pay one all-inclusive fee that includes LongView's fee and LongView will pay any transaction fees. As noted elsewhere in this Brochure, this creates a conflict of interest for LongView as it will have an incentive to limit transactions in wrap fee accounts to no-transaction fee funds to reduce costs.

You will pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. Such advisory

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fees are not shared with LongView and are compensation to the fund-manager.

- C. Advisory fees are charged on a quarterly basis in advance or in arrears, depending on the Advisory Representative and as negotiated with the client. Quarterly periods can be on a calendar year basis or every three months starting on cycle as agreed between client and Advisory Representative. If a client relationship is established or closed during a quarterly period, the client may be charged a prorated portion of the fee for the quarter. In cases where fees are charged in advance, the initial fee will be based on the value of the account upon establishment and will be prorated based on the number of days remaining in the quarterly period. In cases where the fee is charged in arrears, the initial fee will be a prorated fee based on the number of days the account was under management and based on the value of the account as of the last business day of the quarter. Thereafter the fees will be calculated based on the value of the account on the last business day of the just completed quarterly period.

A set-up fee not to exceed one percent (1%) of the initial account value may be charged. The set-up fee will be billed in full along with the first quarter fee. The set-up fee is negotiable.

You can purchase the securities recommended by LongView directly or through other brokers or agents not affiliated with LongView.

Termination Provisions

For the above services, client may terminate LongView's engagement within five business days following receipt of Part 2 of Form ADV and receive a full refund of all prepaid fees paid to LongView. Thereafter, client may terminate upon LongView's receipt of client's written notice to terminate and receive a pro rata portion of the prepaid advisory fee based upon the time remaining under the client Agreement from the date of receipt of client's written notice to terminate to the end of the quarterly period. Clients who are paying in arrears will be charged a prorated fee for the quarter up to the date of receipt of client's written notice to terminate.

Termination Provisions

For the above services, client may terminate LongView's engagement within five business days following receipt of Part 2 of Form ADV and receive a full refund of all prepaid fees paid to LongView. Thereafter, client may terminate upon LongView's receipt of client's written notice to terminate and receive a pro rata portion of the prepaid advisory fee based upon the time remaining under the client Agreement from the date of receipt of client's written notice to terminate to the end of the calendar quarter. Clients who are paying in arrears will be charged a prorated fee for the quarter up to the date of receipt of client's written notice to terminate.

Initial and/or Periodic Financial Planning and Asset Allocation Services

You are advised that fees for planning and asset allocation services are strictly for planning services. Therefore, you will pay fees and/or commissions for additional services obtained such as asset management or products purchased such as securities or insurance.

Fees are negotiable. Your fees will be dependent on several factors including time spent with LongView, number of meetings, complexity of your situation, amount of research, services requested and staff resources.

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A - Initial Financial Planning and Periodic Financial Planning Services can be charged as follows: (a) minimum fees are \$1,000 for inclusive planning and \$500 for limited areas of concern and (b) miscellaneous advice is up to \$500 per planner hour billed monthly. Fixed fees will not exceed \$15,000. Actual fees are based upon the services requested by the client, the complexity of the client's situation, and the amount of time required to provide the services. Further, advisory fees vary based on the Advisory Representative and their experience. Therefore, clients are advised that certain Advisory Representatives of LongView charge more or less than the fee quoted to the client.

A fee payment schedule will be agreed upon with the client prior to execution of the client agreement and initiation of the services. Client may be required to pay a deposit in the amount of ½ of the initial advisory fee agreed upon by client upon execution of the client agreement. At presentation of the financial plan client will be required to pay the remaining balance of the advisory fee. Advisory representative may negotiate with the client that the remaining balance may be waived if client implements recommendations with the Advisory Representative. Hourly fees are billed monthly in arrears based on time spent.

B- Asset Allocation Services

Asset allocation services are charged based on one of the options (Option A or Option B) disclosed below and selected by the client. The annual fee is determined and calculated as of the date of execution of the agreement.

Option A – The annual fee will be determined based on a percentage of the value of the account for which monitoring, and asset allocation services are being provided and divided by four. The fee is paid quarterly in advance in equal installments. The annual fee will be adjusted each year based on the value of the account on the anniversary date, which is the date of execution of the Agreement between client and LongView or another date as agreed between LongView and the client.

From	To	Maximum Client Fee
\$0	\$250,000	1.50%
\$250,000.01	\$500,000	1.25%
\$500,000.01	\$1,000,000	1.00%
\$1,000,000.01	and higher	1.00%

Option B – Flat Fee

A flat fee not to exceed \$15,000. Actual fees are based upon the services requested by the client, the complexity of the client's situation, and the amount of time required to provide the services. A flat dollar fee in lieu of a percentage fee may be proposed where the client's assets are expected to vary greatly over the period of the agreement. A flat fee can be inclusive of periodic planning and asset allocation services.

The fee will be payable every three months in advance in equal installments.

Termination Provisions

Client may terminate advisory services obtained from LongView, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with LongView. Thereafter, client may terminate upon LongView's receipt of client's written notice to terminate and

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receive a pro- rata portion of the advisory fee based upon the time remaining under the Client Agreement.

Third Party Managed Programs

LongView is compensated for its services as it relates to the Third-Party Managed Programs as follows:

Details of the fees, billing details and additional information about the program are disclosed in the Form ADV Part 2A of the Third Party. Clients are encouraged to read these disclosures carefully prior to entering into an advisory agreement.

Divorce Planning (Consulting)

Client agrees to pay LongView a retainer upon the execution of the Divorce Planning Services Agreement. The retainer will be applied to the full and final fee incurred by the client. Generally, the retainer is \$2,500. Compensation to LongView will be at a rate up to four hundred (\$400) dollars per hour for Advisory Representative's services and one hundred fifty (\$150) dollars per hour for administrative time. Hourly fees are negotiable. The fee includes any and all time spent by Advisory Representative related to his or her divorce consultation services. Client will be billed monthly or quarterly at LongView's discretion commencing 30 days after the execution of the Divorce Planning Services Agreement and/or payment of the retainer described above. Clients have the option to facilitate payment by credit card. Any payments not received by LongView within 30 days of billing will accrue interest at a rate of 12% per year. Client will also be responsible for all reasonable costs associated with LongView's and Advisory Representative's representation.

The term of this Agreement will be for an initial period of one year. In the event, neither party gives the other written notice within sixty (60) days of the expiration of said initial one year term, the Agreement will be renewed for subsequent one year periods on the same terms. Client will be responsible for all time spent by LongView on the provision of the services. Any refund of prepaid fees will be calculated based on time spent multiplied by the hourly rate subtracted from the retainer.

ITEM 6 – PERFORMANCE –BASED FEES AND SIDE BY SIDE MANAGEMENT

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

ITEM 7 – TYPES OF CLIENTS

LongView's services are geared toward individuals, including high net worth (i.e. clients with a net worth of \$1,000,000), pension and profit-sharing plans, and corporations or other businesses. There is no required minimum for clients.

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

- A. LongView conducts economic, fundamental and technical market analysis with the goal to determine the market trends and uncover investment opportunities. Fundamental analysis generally involves assessing a public company's or security's value based on factors such as sales, assets, markets, management, products and services, earnings, and financial structure.

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Technical analysis generally involves studying trends and movements in a security's price, trading volume, and other market-related factors in an attempt to discern patterns.

LongView uses various research methods in conducting the analysis. It may use, among other methods, review, study, and analysis of public company filings and company-sponsored information such as press releases, presentations, product descriptions; attend meetings with public company executives at industry conferences; conduct research on the target company's customers, suppliers, competitors, and partners; analysis of historical company and industry financial data and others.

- B. You are advised that investing in securities involves risk of loss, including the loss of principal. Therefore, your participation in any of the management programs offered by LongView will require you to be prepared to bear the risk of loss and fluctuating performance.

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

All investment strategies have certain risks that are borne by the clients. LongView's investment approach keeps the risk of loss in mind. The following is intended to provide the client with a summary of certain investment risks they may face, however, note that this list is not exhaustive:

1. **Market Risk:** Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.
2. **Strategy Risk:** The adviser's investment strategies and/or investment techniques may not work as intended.
3. **Regulatory Risk:** Legislative changes or court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.
4. **Inflation:** Inflation may erode the buying-power of your investment portfolio, even if the dollar value of your investments remains the same.
5. **Cybersecurity Risks.** These risks may include deliberate attacks or unintentional events and are not limited to gaining unauthorized access to systems, and misappropriating assets or sensitive information, such as personal identifiable information, corrupting data, or causing operational disruption, including the denial-of-service attacks on websites. Cybersecurity failures or breaches have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability to transact business, violations of applicable privacy and other laws.
6. **Risk Associated with Specific Types of Securities.** As noted, LongView primarily uses mutual funds, but may also use stocks, bonds and ETFs.

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- a. **Mutual Funds and ETFs.** When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses. When a mutual fund is not fully invested and maintains a portion of its portfolio in cash or cash equivalents, there is a risk that the market will begin to rise and cause the mutual fund to miss capturing the full effect of changing market conditions. Some mutual funds may use leverage as part of their investment strategy.

Using leverage can magnify a mutual fund's potential for gain or loss and, therefore, amplify the effects of market volatility on a mutual fund's share price. A mutual fund may be subject to the risk that its assets are invested in a particular sector or group of sectors in the economy, and as a result, the value of the mutual fund may be adversely impacted by events or developments in a sector or group of sectors.

ETFs are subject to market risk, including the possible loss of principal. ETFs trade like a stock and the value of the ETF will fluctuate with the value of the underlying securities. ETFs at times trade for more or less than their net asset value. ETFs will have underlying investment strategy risks consistent with the underlying investments in the ETFs' portfolios. The types of investments held in ETFs may include but are not limited to equities, commodities, bonds, real estate and international securities or currencies. Due to their narrow focus, sector-based investments typically exhibit greater volatility. There are special considerations associated with international investing, including the risk of currency fluctuations and political and economic events. Investing in emerging markets may involve greater risk and volatility than investing in more developed countries. When investing in real estate companies, property values can fall due to environmental, economic, or other reasons, and changes in interest rates can negatively impact the performance. The risk of loss in trading commodities and futures can be substantial. The high degree of leverage that is often obtainable in commodity trading can work either for or against the performance of this type of investment.

Common Stocks. The risks of investing in common stocks include: (i) stock market risk, which is the risk that stock prices overall will decline (stock markets tend to move in cycles, with periods of rising prices and periods of falling prices); (ii) Sector risk, which is the risk that significant problems will affect a particular sector, or that returns from that sector will trail returns from the overall stock market (daily fluctuations in specific market sectors are often more extreme than fluctuations in the overall market; and (iii) Difficulty in identifying undervalued stocks (there are no assurances that such opportunities will be successfully recognized or acquired).

Epidemics, Pandemics, Outbreaks of Disease and Public Health Issues. Our business activities could be materially adversely affected by pandemics, epidemics and outbreaks of disease in Asia, Europe, North America and/or globally or regionally, such as COVID-19, Ebola, H1N1 flu, H7N9 flu, H5N1 flu, Severe Acute Respiratory Syndrome (SARS), and/or other epidemics, pandemics, outbreaks of disease, viruses and/or public health issues. Specifically, COVID-19 has spread (and is currently spreading) rapidly around the world since its initial emergence in China in December 2019 and has severely negatively affected (and may continue to materially adversely affect) the global economy and equity markets (including, in particular, equity markets in Asia, Europe and the United States). Although the long-term effects or consequences of COVID-19 and/or other epidemics, pandemics and outbreaks of disease cannot currently be predicted, previous occurrences of other pandemics, epidemics and other outbreaks of disease, such as H5N1 flu, H1N1 flu, SARS and the Spanish flu, had a material adverse

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effect on the economies and markets of those countries and regions in which they were most prevalent. Any occurrence or recurrence (or continued spread) of an outbreak of any kind of epidemic, communicable disease or virus or major public health issue could cause a slowdown in the levels of economic activity generally (or cause the global economy to enter into a recession or depression), which would adversely affect the business, financial condition and operations of the Adviser. Should these or other major public health issues, including pandemics, arise or spread farther (or continue to spread or materially impact the day to day lives of persons around the globe), the Adviser could be adversely affected by more stringent travel restrictions, additional limitations on the Adviser's operations or business and/or governmental actions limiting the movement of people between regions and other activities or operations (or to otherwise stop the spread or continued spread of any disease or outbreak).

ITEM 9 - DISCIPLINARY INFORMATION

Neither LongView nor any of its supervised persons have been the subject of any legal or disciplinary events that would be material to an evaluation of LongView or the integrity of LongView's management.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

- A. LongView's investment advisor representatives may also be registered representatives of M.S. Howells & Co., a registered broker/dealer, and Member of FINRA/SIPC. Clients are not obligated to purchase or sell securities through the investment advisor representatives in these separate capacities. However, if clients choose to implement the advice provided by Advisor through its investment advisor representatives in their separate capacities as registered representatives, M.S. Howells & Co. will be used, and commissions will be earned in addition to any fees paid for advisory services.
- B – C. LongView is an insurance agency and offers various insurance products. Should a client participate in insurance products or services through LongView, commissions will be earned. Clients are under no obligation to purchase insurance products or services through LongView. The products through LongView may be more or less expensive than those products offered through other insurance companies.

LongView attempts to mitigate the conflicts of interest with the potential receipt of commissions if recommendations are implemented by developing and implementing compliance policies and procedures, including the Code of Ethics described below, supervising and monitoring the Advisory Representatives' activities to ensure compliance with the applicable laws and LongView's policies. Further, you are encouraged to consult other professionals and may implement recommendations through financial professionals. Furthermore, if your Investment Advisor Representative as a registered representative with M.S. Howells & Co., Registered Representatives are subject to a supervisory structure at M.S. Howells & Co. for its securities business.

LongView and its management persons are not actively engaged in any other business.

- D. As stated under Item 4, *Advisory Business* above, LongView recommends other investment advisers (i.e. third-party managers) and will receive a portion of the fee charged to you by the

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investment adviser or will charge a fee in addition to the third-party managers. Since LongView has an interest in the compensation this is considered a material conflict of interest. LongView selects third party managers based on several criteria including cost, type of management, past history, ability to meet a need and provide a unique service. Since the fee charged to you is based on the value of your portfolio, all parties have an incentive to work toward performance goals and objectives. Consequently, if the third-party manager does not adequately manage your account and the value of your portfolio goes down, so does the third-party manager's and LongView's compensation.

ITEM 11 – CODE OF ETHICS, PARTICIPATION OF INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

- A. LongView has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. LongView takes its compliance and regulatory obligations seriously and requires all staff to comply with such rules and regulations as well as LongView's policies and procedures. Further, LongView strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with LongView's Privacy Policy. As such, LongView maintains a code of ethics for its Advisory Representatives, supervised persons and staff (the "Code of Ethics"). The Code of Ethics contains provisions for standards of business conduct that are designed to uphold compliance with applicable laws and regulations; maintain integrity, honesty, loyalty, and good faith; prevent improper conduct, eliminate or reduce conflicts of interest. The Code prohibits, limits, restricts, or avoids insider trading, improper gifts, outside employment, political contributions, and self-dealing... A copy of our Code of Ethics will be provided to you upon request.
- B. Neither LongView nor its advisory personnel recommend to clients or buys or sells for client accounts any securities in which we have a material financial interest.
- C. LongView and its advisory personnel buy or sell securities identical to those securities recommended to you. Therefore, LongView and/or its advisory personnel have an interest or position in certain securities that are also recommended and bought or sold to you. LongView and its advisory personnel will not put their interests before your interest. LongView and its advisory personnel may not trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients except when determined to be a de minimus amount. LongView uses \$25.00 will be used a threshold Longview has determined that

All advisory personnel is required to provide LongView with their and their immediate families' annual holdings reports and quarterly transactions reports which are reviewed by LongView to ensure compliance with the applicable laws and regulations and LongView's personal trading policies and procedures.

You have the right to decline any investment recommendation. LongView and its advisory personnel are required to conduct their securities and investment advisory business in accordance with all applicable Federal and state securities regulations.

Prohibition on Use of Insider Information

LongView has also adopted policies and procedures to prevent the misuse of “insider” information (i.e. material n, non-public information). A copy of such policies and procedures is available to any person upon request.

ITEM 12 – BROKERAGE PRACTICES

Brokerage and custodial services are made available through Fidelity Brokerage Services LLC or Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC. Each option has unique benefits and conflicts in which your IAR will explain fully. LongView is independently owned and operated and not affiliated with Schwab or Fidelity.

Longview does not maintain custody of your assets [that we manage/on which we advise], although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a “qualified custodian,” generally a broker-dealer or bank. We recommend that our clients use either Fidelity or Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. Fidelity or Schwab will hold your assets in a brokerage account and buy and sell securities when [we/you] instruct them to. While we [recommend that you use Fidelity or Schwab as custodian/broker, you will decide whether to do so and will open your account by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian. 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 Fidelity or Schwab, then we cannot manage your account.] [Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor.] Even though your account is maintained at Cambridge or Schwab, and we anticipate that most trades will be executed through that broker they select, we can still use other brokers to execute trades for your account as described below (see “Your brokerage and custody costs”).

How we select brokers/custodians

When we recommend a custodian/broker, to hold your assets and execute transactions that are advantageous to you when compared with other available providers and their services, we take into account a wide range of factors, including:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security and stability

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- Prior service to us and our clients
- Services delivered or paid for by Schwab
- Availability of other products and services that benefit us, as discussed below (see “Products and services available to us from Schwab”)

Your brokerage and custody costs

Schwab:

If Schwab is selected by the client, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, stocks and ETFs) do not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab’s Cash Features Program. For some Envestnet accounts, Schwab charges you a percentage of the dollar amount of assets in the account in lieu of commissions. Schwab’s commission rates [and] asset-based fees applicable to our client accounts were negotiated based on the total dollar amount of assets in accounts at Schwab. This commitment benefits you because the overall [commission rates [and] asset-based fees] you pay are lower than they would be otherwise. In addition to [commissions [and] asset-based fees], Schwab charges you a flat dollar amount as a “prime broker” or “trade away” fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account. We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute most trades is consistent with our duty to seek “best execution” of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see “How we select brokers/custodians above”). By using another broker or dealer you may pay lower transaction costs. Products and services available to us from Schwab (Schwab Advisor Services) is Schwab’s business serving independent investment advisory firms like us. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through us. Schwab also makes available various support services. Some of those services help us manage or administer our clients’ accounts, while others help us manage and grow our business. Schwab’s support services are generally available on an unsolicited basis (we don’t have to request them) and at no charge to us. Following is a more detailed description of Schwab’s support services:

Services that benefit you. Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab’s services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you. Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in

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managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Consulting on legal and compliance related needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for those services from our own resources.

LongView mitigates the conflicts of interest resulting from receiving these benefits by periodically reviewing other options for custody and trade execution cost for our clients. Longview does this by reviewing the cost for our clients as a whole and does not make any representation for any specific client or account.

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. Schwab has also agreed to pay for certain technology, research, marketing, and compliance consulting products and services on our behalf once the value of our clients' assets in accounts at Schwab reaches certain thresholds. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. In some cases, the services that Schwab pays for are provided by affiliate of ours or by another party that has some pecuniary, financial or other interests in us (or in which we have such an interest). This creates an additional conflict of interest. We believe, however, that taken in the aggregate our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/ custodians") and Schwab's services that benefit only us.

Aggregated or Block Trade Policy

Due to the individual management of client accounts, we do not aggregate the purchase or sale of securities

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for various client accounts. Generally, this will not affect the price a client obtains since LongView's business is primarily conducted in mutual funds and transactions where block trading has no impact. However, to the degree a client's account contains securities which are purchased and sold in an auctionable market the lack of block trading could affect the price the client receives. Therefore, clients could pay as a result of LongView generally not participating in block transactions.

ITEM 13 - REVIEW OF ACCOUNTS

- A. If you are participating in the Asset Managements and Third Party Managed Programs you will be invited to participate in a review not less than at least annually or as agreed by you and your Advisory Representative. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

Periodic Financial Planning and Asset Allocation Services reviews will be at a frequency as agreed to between you and your Advisory Representative. You will be invited to participate in a review not less than annually.

All other Planning Services will not receive regular reviews. However, the time and frequency of the reviews is solely your decision. Other than the initial plan or analysis, there will be no other reports issued.

The Advisory Representative selected by the client will conduct the review.

- B. You must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes may require him review the portfolio allocation and make recommendations for changes.
- C. Clients participating in managed account programs will be provided statements at least quarterly directly from the account custodian. Additionally, you will receive confirmations of all transactions occurring directly from the account custodian. You may request additional account summary reports from LongView at any time. You should compare any report produced by LongView with statements received from the account custodian. Should there be any discrepancy the account custodian's report will prevail.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Investment product vendors recommended by LongView can provide monetary and non-monetary assistance with client events, provide educational tools and resources. LongView does not select products as a result of any monetary or non-monetary assistance. LongView's due diligence of a product does not take into consideration any assistance it may receive. However, the receipt of any form of compensation, either directly or indirectly, is considered a conflict of interest.

We also, receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. In addition, Schwab has also agreed to pay for certain products and services for which we would otherwise have to pay once the value of our clients' assets in accounts at Schwab reaches a certain size. You do not pay more for assets maintained at Schwab as a result of these arrangements.

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However, we benefit from the arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab, how they benefit us, and the related conflicts of interest are described above. LongView mitigates this conflict of interest by supervising the activities of the Advisory Representatives, reviewing the investment recommendations provided to the clients, implementing policies and procedures, including the Code of Ethics. We also encourage you to discuss any recommendations provided by your Advisory Representative with another financial professional if you have any concerns about the appropriateness of the recommendation based on your financial situation.

LongView advertises their investment advisory services on the website of The Lampo Group, LLC d/b/a Ramsey Solutions™ (“RS”), which operates a program known as SmartVestor™. As the Securities and Exchange Commission deems RS to be a promoter within the meaning of Rule 206(4)-1 under the Investment Advisers Act of 1940, LongView makes the following disclosure: RS is neither a client of, nor investor in, LongView. LongView believes there are no conflicts of interest arising from RS serving in the capacity of promoter since RS’ function is that of a lead generator. RS will not derive any involvement with LongView clients from this business arrangement. SmartVestor™ is an advertising service for investing professionals. When a consumer provides contact information through the SmartVestor™ website, the program introduces the consumer to up to five (5) investing professionals (“Pros”) in their geographic area. It is up to the consumer to interview the Pros and decide whether to directly retain them. As a SmartVestor™ Pro, LongView pays RS a flat monthly membership and advertising fee to advertise their services in the SmartVestor™ Program. In return, LongView receives contact information for prospective investment advisory clients. Consumers entering a zip code corresponding to LongView’s advertising markets can view their profile, and other Pros in the same markets, on the SmartVestor™ website. The advertising fee is based upon criteria including market size (small, medium, large or premium) and historic volume of web traffic to RS’ SmartVestor™ website. The fees paid by LongView are irrespective of whether someone becomes a client, and the fees are not passed on to the client. The fees paid are not based upon the number of leads, contacts, or referrals which LongView may receive from RS or the SmartVestor™ website. LongView do not pay to or share with RS or SmartVestor™ any portion of the investment advisory fees a client is charged. Neither RS nor its affiliates are engaged in providing investment advice. RS does not receive, control, access or monitor client funds, accounts, or portfolios of LongView. Any services rendered by LongView are solely their services and not those of RS or SmartVestor™.

Our firm may engage in promoter arrangements for client referrals. These individual promoters offer our services to the public. The Firm pays a referral fee to the promoter based on a portion of the management fees charged by the Firm and memorialized in a written agreement (“Promoter Agreement”). In all cases, the Firm will comply with the cash solicitation rules established by the SEC, state regulators and the client disclosure requirements. If a referred prospective client enters into an investment advisory agreement with the Firm, a referral fee is paid to the referring party. The referral relationship will not result in clients being charged any fees over and above the normal advisory fees charged for the advisory services provided. The Firm will pay the promoter their share of the total fee. The Promoter Agreement requires that the promoter be appropriately registered under federal and state securities laws where applicable. Clients receive all related agreements and disclosures prior to or at the time of entering into an Investment Advisory Agreement with the Firm.

ITEM 15 - CUSTODY

All client accounts are held at qualified custodians. LongView does not take physical custody of your funds or securities. LongView may be deemed to have constructive custody if a client has a standing letter of authorization (SLOA) to transfer funds or securities to a third party and LongView has the ability to direct transfers, change the amount, and/or the timing of the transfer.

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

Standing Letters of Authorization

Some clients may execute limited powers of attorney or other standing letters of authorization that permit the firm to transfer money from their account with the client's independent qualified Custodian to third-parties. This authorization to direct the Custodian may be deemed to cause our firm to exercise limited custody over your funds or securities and for regulatory reporting purposes, we are required to keep track of the number of clients and accounts for which we may have this ability. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate any transfers that may have taken place within your account(s) each billing period. You should carefully review account statements for accuracy.

ITEM 16 - INVESTMENT DISCRETION

You may grant LongView authorization to manage your account on a discretionary basis. Discretionary authority will give LongView authority to buy, sell, exchange, convert securities in your managed accounts. You will grant such authority to LongView by execution of the client agreement. You may terminate discretionary authorization at any time by providing a written notice to LongView.

Additionally, you are advised that:

- 1) You may set parameters with respect to when account should be rebalanced and set trading restrictions or limitations.
- 2) Your written consent is required to establish any mutual fund, variable annuity, or brokerage account.
- 3) LongView will not have the ability to withdraw your funds or securities from the account with the exception of the deduction of LongView's advisory fees from the account, or if you have authorized automatic deductions.

ITEM 17 – VOTING CLIENT SECURITIES

LongView does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact LongView if you have questions on how to vote the proxies, however, you will be the one to make and execute the voting decision.

ITEM 18 – FINANCIAL INFORMATION

LongView has discretionary authority or custody of Client funds or securities. There is no financial condition that is reasonably likely to occur that would impair LongView's ability to meet contractual commitments to Clients. LongView has not been the subject of a bankruptcy petition during the past ten years.