



Part 2A OF FORM ADV: **FIRM BROCHURE**

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Brochure Updated On

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This firm brochure provides information about the qualifications and business practices of Guardian Pointe Private Wealth Management, LLC also referred to as “Guardian Pointe”, “GPPWM”, and “GP”. If you have any questions about the contents of this brochure, please contact us at 1-844-944-1044 or by email to support@guardianpointepwm.com

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Using the term “Registered Investment Advisor” does not imply a certain level of skill or training.

Additional information about Guardian Pointe also is available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our Firm’s CRD number is 284460.

Item 2 - Material Changes

This Brochure dated April 09, 2020 serves as an update to the Brochure dated March 03, 2020. Below is the summary of material changes made to this Brochure which may include routine grammatical updates along with better clarification within certain sections of this brochure:

- Details regarding Private Placements, Qualified Opportunity Zones (QOZs), and Delaware Statutory Trusts (DSTs) cancellations added in Item 5. Section D under the heading D. Advanced Fee Payment & Refund Structure
- Added details regarding monthly IAR compensation amounts that will be subject to intra-quarter adjustment(s) i.e. “Pro-Rata”, based on the deposited or withdrawn Client(s) assets during the month in which the Pro-Rata occurs which is equal to or greater than \$10,001.00.

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Item 4 - Advisory Business

A. Advisory Firm

With over 50 years of combined financial services experience, co-owners Richard A. Kissler and Ronald J. Briggs Jr. launched Guardian Pointe Private Wealth Management, LLC, hereafter referred to as the “Firm”, and was approved as a Registered Investment Advisory Firm with the State of Michigan on March 17, 2017 and with the United States Securities and Exchange Commission (SEC) as of July 31, 2017.

Principal Owners

Richard A. Kissler and Ronald J. Briggs Jr. are the Firm's Co-Principal's and each share 50% control of this company.

B. Advisory Services

The Firm offers services that may incorporate any or all of following: 1) Investment Management Services 2) Financial Planning and Consulting Services 3) Consulting & Advisory Services, also referred to as Assets Under Advisement (AUA), and 4) Retirement Plan Services. Our goal is to offer customized advisory services for Clients based on their needs, goals, objectives and risk tolerances. These services are provided to Clients by Investment Advisor Representatives, hereafter referred to as the "IAR", of the Firm.

Investment Management Services

Before investing, the IAR will work with each Client(s) to establish a customized approach to their financial planning and asset management needs. This process may include but not limited to the following: risk analysis and financial planning software to assist in determining a Client(s)'s risk tolerance, investment goals, and objectives. The IAR may recommend and help establish Client(s) accounts, implementing various types of investment products, asset class securities along with fixed insurance products to help achieve their Client(s) objectives. The Client(s) understands and acknowledges that any restrictions placed on the management of their account imposed by the Client(s), including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client(s)'s chosen portfolio. The Client(s), at any time, can accept or decline any investment recommendations from their IAR. Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when it is consistent with the Client(s)'s stated investment objectives, tolerance for risk, liquidity, and suitability and can be provided by the IAR on a discretionary or non-discretionary basis. The IAR may participate in educational workshops and seminars on general investment strategies, retirement planning principles, and/or to highlight particular services such as financial planning or investment management concepts or strategies. These seminars are given to assist in educating the general public fostering greater financial literacy and interest in their services. Materials, if any, provided during such events are intended to be exclusively educational in nature and are not intended as specific individual investment advice.

Financial Planning and Consulting Services

The Firm offers Client(s) various levels of financial planning services to help quantify their long-term financial needs and objectives. The IAR will determine whether or not the Client(s) will incur a fee for this service and disclose the fee prior to the client entering into a Financial Planning agreement (see below for more details).

The financial planning process is customized to the Client(s)'s current overall financial circumstance and their long-term financial needs, goals, objectives, and risk tolerance. Once established, the IAR may design and propose various investment products, concepts, and strategies to help achieve the objectives of the financial plan. The Client(s) is under no obligation to act upon the IAR's recommendations. If the Client(s) chooses to act on any of the recommendations, the Client(s) is under no obligation to affect any transactions through the Firm. It is ultimately the responsibility of the Client(s) to implement the components of each Financial Plan with or without the IAR at the Client(s)'s discretion.

In some cases, the IAR may refer Client(s) to other vetted independent professionals, such as attorneys or accountants, for their non-conflicted expertise. The Firm will work and communicate with such independent professionals, only with the Client(s)'s specific written authorization.

Once the Client(s)'s initial Financial Planning and/or Consulting Services has been completed, the Client(s) may choose to implement "Ongoing Financial Planning Services" for further assistance. The IAR will determine whether or not the Client(s) will incur a fee for this service and disclose the fee prior to the Client(s) entering into an Ongoing Financial Planning Service agreement (see below for more details).

The Client(s) is under no obligation to initiate the Ongoing Financial Planning and Consulting Services once the initial Financial Planning and Consulting Services have been completed.

Consulting & Advisory Services

The Firm offers a Consulting & Advisory Service also known as Assets Under Advisement ("AUA") for held away assets. Asset that are held away or by loose definition, accounts not currently or actively managed by a third-party, advisor, institution, or custodian, can be reviewed, leveraged, and aggregated as a method of providing strategic advice for Client(s). Such held away assets can include but not limited to self-directed investment, alternative investments, variable insurance products, and retirement accounts such as 401(k)s etc. This service can be in conjunction with the Firm's other various advisory services such as asset management services, financial planning and consulting services, and retirement planning services. For further details, please refer to the AUA agreement.

Retirement Plan Services

The Firm offers investment management services to various qualified retirement plan services, such as, but not limited to 401(k), 403(b), etc. These types of plans are generally organized by a plan sponsor for plan participants. Plan participants are the individuals enrolled in the qualified retirement plans and may seek individualized advice independent of their plan sponsor.

The Firm's IAR work closely with plan sponsors and participants providing advisory services and support for accounts governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). Additionally, the IAR may employ a Third-Party Investment Advisor(s), herein after referred to as "TPIA", to provide portfolio management services of the plan assets. The Firm, it's IAR, and/or the TPIA may partially act or assist the Plan Sponsor in a fiduciary capacity under Section 3(21) or 3(38) of ERISA. For further details, please refer to the Retirement Plan Service agreement.

The Firm does not hold any assets of the plan but rather such assets are held by an independent custodian selected by the Plan Sponsor. The IAR, working with the TPIA for the plan, may provide, but not limited, to, the assistance of creating plan guidelines, participant education, asset management services, removal and/or replacement of the plan's investment options, and ongoing support and servicing the plan as directed and agreed to by the Plan Sponsor. These services do not include separately charged Third-Party Administrative and record keeping services.

C. Investment Account Management

The Firm makes available and the IAR may suggest a variety of investment management services to assist the Client(s)'s diverse and specific investment needs. Each Client(s) may utilize tailored portfolios spanning various strategies and investment products, along with fee structures including, Wrapped and an Unwrapped Fee Programs to best match the Client(s) needs and services provided by the IAR.

Separately Managed Accounts

Separately Managed Accounts, hereafter known as "SMAs", are made available through TPIAs to the Client(s) within the Wrap and Unwrapped Fee Programs. Each SMA offers a unique investment strategy and may be considered for investment on a per Client(s) basis based on specific individual factors. IARs have the ability to access and offer various SMAs through various custodians, as may be

recommended, to assist the Client(s)'s in achieving their investment goals, objectives and risk tolerance.

Wrap Fee Program

The Firm receives a portion of the fees charged through the Wrap Fee Program which include a single fee for investment management oversight, administrative and custodial, advisory, financial planning, and TPIA services. If these services were rendered separately, Client(s) may be able to secure a lower or higher total cost, depending on where the collective services are being rendered. For further details, please refer to the Wrap Fee Program Brochure.

Unwrapped Fee Program

Client(s) may authorize their IAR to manage all or a portion of their investment portfolio using an Unwrapped Fee Program, also referred to as "IAR Managed". This program typically is managed solely by the IAR and may or may not involve a TPIA but may blend individual securities along with models managed by a TPIA. Each Client(s)'s IAR may utilize various types of exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate, municipal, and government bonds, notes, option strategies and/or derivative strategies, alternative investments, etc. when authorized and in accordance with each Client(s)'s goals, objectives, and risk tolerance.

D. Assets Under Management

As of February 2020, there are approximately \$11,894,250 in discretionary assets under management and \$0.00 in non-discretionary assets under management.

Item 5 - Fees and Compensation

A. Advisory Fees

The Firm's quarterly asset management and advisory fees are calculated based on the formulas detailed herein and agreed upon in each Client(s)'s Investment Management Agreement (IMA), Financial Planning Agreement, Retirement Planning Agreement, and/or Assets Under Advisement (AUA) Agreement.

The Firm maintains various fee structures in order to best accommodate the complexity of work, services, and asset management style of its IARs and/or TPIAs used necessary in an attempt to best achieve each individual Client(s) goals, objective and risk tolerance. The Fee structure for a Wrapped Fee Agreement using TPIAs, is referenced below in "Table 1 - Wrap Fee Program" and further details can be found in the Firm's, "Wrap Fee Program Brochure". The fee structure for an Unwrapped Fee Agreement is referenced in "Table 2 - Unwrapped Fee Program". In the specific case of a transitioning IAR with their Client(s) to the Firm, the new IAR may request to maintain the same Client fee structure and billing methods implemented at the previous firm. The Firm may accommodate this fee structure and billing method for ease of Client transition for the balance of current quarter. The billing method will then adjust accordingly to the Firm's billing in advance method as stated above regardless of clients current or new fee type. This will be specifically outlined in the Firm's Investment Management Agreement (IMA) for **Transitioning IARs and their Client(s)**.

Advisory and Asset Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client(s)'s assets under management, which shall be billed in advance for the quarter and are based on the ending account balance as of the last business day of the prior quarter. This fee billing method will be discussed and determined with the IAR at the time of Client(s) engagement and setting up a new account(s) with the Firm.

The IARs reserve the right to negotiate fees with the Client(s) based on the complexity of the Client(s)'s advisory and asset management needs and level of service required.

Assets that are added or withdrawn interim quarter, either one time or systematically, will only be subject to a pro rata fee billing debit or credit if the asset amount is equal to or greater than \$10,001.00. Pro-Rata fee adjustment(s) will be made to the Client(s) account within 15 business days from the transaction date.

B. Fee Deduction

The Client(s) have the option to have the advisory fee deducted directly from their custodial account by the Custodian or billed to Client and paid from another source directly to the Firm. The fee deduction from the Client(s)'s custodial account by the Custodian shall occur within 15 days of the new quarter.

Comparable services vary and lower or higher fees for these services may be available from other sources.

If a Client(s) wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the Firm's quarterly billing, the Client(s) may do so by contacting their IAR, or calling 1-844-944-1044 and ask for the Client Relations Manager, or email your dispute to support@guardianpointepwm.com. Once the dispute has been confirmed, a manual correction, if necessary, will be made accordingly to the Client(s)'s account.

Wrap Fee Program

The Firm is a sponsor of its Wrap Fee Program, here after known as the "WFP".

Fees are paid from the WFP to each TPIA for sub-advisory services provided to the Client(s) in accordance to each agreement. These fees vary from each TPIA, based on factors such as strategy type, complexity, trading frequency, and total assets managed by each TPIA acting as a sub-advisor for the Firm's Client(s).

The Firm reserves the right to negotiated fees with the Client(s). The Client(s) may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific products, models, holdings, and TPIA(s) making up their total portfolio. This program may cost the Client(s) more or less than purchasing securities or advisory services separately. The factors that bear upon the relative cost of the program may include some or all of the following:

- Trading activity
- TPIA fees
- Record keeping services
- Administrative services
- Complexity and strategy implemented
- Advisory and financial plan services
- Asset types
- Custodial fees

The Firm is compensated from the fees paid through the WFP. The Firm's compensation is based on the remainder of the fees paid after all included costs and expenses are paid for. TPIAs and Sub-Advisors within the WFP are compensated between 25-125 basis points (bp) for providing their asset management services. Wrap fees withdrawn from the Client(s)'s account(s) held at Folio Institutional will be calculated by the Folio Institutional Billing Department. Wrap fees withdrawn from the Client(s)'s account held at TD Ameritrade Institutional will be calculated by the Firm's accounting department. Please review each custodian's disclosure documents before establishing an account.

Please reference "**Table 1. Wrapped Fee Program**" to calculate the quarterly fee.

The Wrap Fee Program will be calculated as follows:

The total amount of assets per the Client(s)'s account at end of calendar quarter x annual percentage of assets charged to the Client(s) ÷ 4 quarters = quarterly amount deducted from Client(s)'s account.

The IAR recommending the Wrap Fee Program to the Client(s) receives compensation as a result of the Client(s)'s participation in the program. The portion of the compensation may be more or less than what the IAR would receive if the Client(s) participated in other programs or paid separately for other advice or services.

Table 1. Wrap Fee Program	
Managed Assets	Percentage of Assets
Assets under \$250,000.99	2.48%
Assets between \$250,001 - \$500,000.99	2.38%
Assets between \$500,001 - \$750,000.99	2.28%
Assets between \$750,001 - \$1,000,000.99	2.18%
Assets between \$1,000,001 - \$1,500,000.99	2.08%
Assets between \$1,500,001 - \$2,000,000.99	1.98%
Assets between \$2,000,001 - \$3,000,000.99	1.88%
\$3,000,001.00 and above	1.78%

The minimum amount required to open an account is \$250,000 for asset management services. However, in its sole discretion, the IAR may waive or lower this minimum. IARs that elect to lower the required minimum amount to open an account for a Client(s) will specify that a minimum quarterly fee of \$75.00 will take precedence over the Advisory Fee, should the result be a greater dollar amount than that provided for in Table 1..

Step out fees

The Client(s) participating in the WFP may also incur additional charges, where applicable, such as Annual IRA fee, Mutual Fund and ETF internal expense fees, etc. Additionally, Client(s) may purchase individual securities outside of the WFP. Depending on the custodian, Client(s) may incur a separate \$3.95 charge for both the purchase and

sale of each individual securities which the Client(s) chooses to hold outside of the WFP. The Firm and it's IARs receive no compensation from these charges or fees.

Unwrapped Fee Program

The Firm offers an Unwrapped Fee Program which is considered to be IAR managed and may or may not utilize a TPIA. Instead, the IAR manages a portfolio of individual stocks, ETFs, mutual funds, or other investment products on behalf of their Client(s).

The Firm reserves the right to negotiate fees with the Client(s). Client(s) may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and TPIA(s) which can make up their total portfolio. This program may cost the Client(s) more or less than purchasing securities or advisory services separately.

Please reference “**Table 2. Unwrapped Tapered Fee Program** or **Table 3. Unwrapped Tiered Fee Program**” to calculate the quarterly fee.

Table 2. Unwrapped Tapered Fee Program	
Managed Assets	Percentage of Assets
Assets Under \$1,000,000.00	1.50%
Assets Between \$1,000,000.01 - \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

Table 3. Unwrapped Tiered Fee Program	
Managed Assets	Percentage of Assets
On the first \$1,000,000.00 of Client Assets	1.50%
Assets Between \$1,000,000.01 – \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

The Unwrapped Fee Program will be calculated as follows:

The total amount of assets per the Client(s)’s account at end of calendar quarter x annual percentage of assets charged to the Client(s) ÷ 4 quarters = quarterly amount deducted from Client(s)’s account.

The Client(s) participating in the Unwrapped Fee Program may also incur additional charges such as SRO/SEC fees, trading fees, custodial fees, IRA fees, transactional fees, ETF, and mutual fund expenses for underlying holdings. The Firm is not compensated in any way by these additional fees. These fees are incidental to rendered Advisory services provided by your IAR in this program.

C. Other Types of Fees/Expenses
Financial Planning Services Fees

Client(s) may wish to engage their IAR for financial planning services. The Client(s) will compensate the Firm based upon an agreed fee schedule that is on an hourly fee, fixed fee, and/or an ongoing financial planning fee. The fee structure is selected by the Client(s) and is finalized by signing the “Financial Planning and Consulting Services Agreement” and/or the “Ongoing Financial Planning and Consulting Services Agreement”.

1) Fixed Fee

Financial Planning Services are offered based on a negotiable fixed fee based on complexity and unique needs for each Client(s). The IAR will also take into consideration the number of meetings required to complete the plan, along with the Client(s)’s request for a number of face to face meetings per year with the IAR. An additional consideration for the cost of the plan is due to the robust capability of the software which can include all outside investment assets, banking, insurance, and annuities and may include a private document vault tailored for each Client(s). All of this can all be incorporated into the software along with the IARs oversight of the Client(s)’s total financial plan once completed.

The Financial Planning and Consulting Services Agreement will detail the price and payment methods for the Client(s)’s financial plan.

2) Hourly Fee

Financial Planning Services are offered based on an hourly fee negotiated by the IAR with the Client(s). The number of hours estimated will be based on complexity and unique Client(s) needs. For the Client(s) engaging financial planning services on an hourly basis, the initial payment will be based on 50% of the estimated hours required to complete the plan. The final payment will reflect the total amount of hours worked, less the initial payment

Ongoing Financial Planning and Consulting Services Fees

Once the financial plan is completed, the Client(s) may choose to open and maintain a dynamic encrypted portal to access their financial plan using a selected software program. This is considered to be part of the Ongoing Financial Planning Service that is offered to Client(s) that complete a financial plan. The Ongoing Financial Planning and Consulting Services Agreement is based on the complexity, level of ongoing service, changes/updates, other factors and general ongoing financial planning support/consultation by their IAR. Client(s) will be invoiced on the first business day of each month to maintain this ongoing financial planning service.

Assets Under Advisement (AUA) Fee

The Firm offers a Consulting & Advisory Service also known as Assets Under Management (AUA) for held away assets.

AUA fees do not include any additional charges for "Separate Third-Party Professional Services" or TPIA. The IAR may be compensated in the following ways, which are determined by the extent, complexity and overall advisory services agreed to and based upon by the individual Client(s)'s comprehensive needs as follows:

Initial Upfront Consulting & Advisory Services Fee: The IAR may request a one-time fee during the initial on-boarding of a new Client(s). This fee will be a minimum of \$500 and a maximum of \$15,000 and is established and negotiated at the time of the execution of the AUA Agreement. The Fee for *Initial Consulting & Advisory Services* will be billed to the Client(s) immediately and may be paid by check, EFT, credit card, or automatically deducted from the Client(s)'s brokerage account(s) by the custodian with the Client(s)'s approval. The agreed upon Initial Consulting & Advisory Services Fee will be exclusive of the ongoing Consulting & Advisory fee(s) if applicable:

The following are various compensation methods for ongoing Consulting & Advisory Services which will be determined and agreed upon by the Client(s) and IAR. The Client(s) and IAR may elect and negotiate one of the following methods per the AUA agreement:

Ongoing Consulting & Advisory Services Fixed Fee: The Firm receives an ongoing fixed fee based on all Asset under Advisement and/or Management which may be payable either on a monthly or quarterly basis. The fee and payment schedule will be determined based on the various Advisory needs, complexity, service and support the Client(s) requires, as well as the various accounts, asset type(s) and total asset under advisement.

Ongoing Consulting & Advisory Services Tiered Fee: The Firm receives a tiered annual fee based on all Asset under Advisement which may be payable either on a monthly or quarterly basis. The fee and payment schedule will be determined based on the various Advisory needs, complexity, service and support the Client(s) requires, as well as the various accounts, asset type(s) and total asset under advisement. See table for fee structure details.

Total Assets Under Advisement (AUA) Tiered Schedule	Annual Fee	
On the First	0 - \$250,000	1.50%
On the Next	\$250,001 - \$750,000	1.40%
On the Next	\$750,001 - \$1,500,000	1.30%
On the Next	\$1,500,001 - \$3,000,000	1.20%
On the Next	\$3,000,001 - \$5,000,000	1.10%
Over	\$5,000,001 +	Negotiable

AUA is defined as those assets under the direction or oversight of the IAR, including but not limited to traditionally held-way or non-liquid assets such as but not limited to: Revocable & irrevocable trust assets, brokerage accounts, qualified plans, variable annuities and life Insurance, REITs, Qualified Opportunity Zones (herein known as “QOZs”), Delaware Statutory Trusts (herein known as “DSTs”), Private Placements, Alternatives, investment real estate and other investments not under a current or existing third-party money management arrangement with the IAR. AUA excludes fixed insurance products unless otherwise included at the request of the Client(s) where by the IAR has not made the recommendation and/or compensation was otherwise received by the IAR for such recommendation.

Combination of Ongoing AUA and AUM Services: The Client(s) and the IAR may determine that based on the Client(s)’s overall services needed and what services are made available by the Firm, that the best solution is a combination of Consulting & Advisory Services plus an Investment Management Agreement (IMA). The IMA is for assets that can be directly managed by the IAR and/or a TPIA at a custodian which the IAR may recommend. This type of an arrangement would require additional documents outlining the services and advisory fees of the IMA. The fee schedules may differ for the AUA vs AUM as well as the TPIA. The combined agreement may be negotiated with the Client(s) by the IAR to establish the applicable and appropriate fee structure for services required by all parties involved. The Firm may receive all or part of this fee by a third-party source that allows for the contractual agreement of such payment directly to the Firm.

Retirement Plan Fees

The fee for investment advisory services for retirement plans varies based on the amount of assets managed. Typically, fees are a fixed percentage of the assets under management. The Firm’s compensation range is typically 1.18% to 1.48% inclusive of the TPIA and/or 3(38) services that may be requested by Client and is based on the assets under management at the end of a given calendar quarter or a Fixed Fee.

D. Advanced Fee Payment & Refund Structure

All services offered by the Firm may be modified upon such terms as may be mutually agreed upon with the Client(s) in writing.

Investment Management Service (IMA) Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm will not charge an account opening or set up fee but reserves the right to charge an account closing fee of \$100 per account.

Once a Client(s)’s account has been transferred (closed), the Client(s) will be contacted by the Firm to facilitate a pro rata fee refund. The Firm will refund the pro rata fees to the Client(s)’s custodial account to be swept to the Client(s) chosen financial institution. The pro-rata refund amount owed to the Client(s) will be calculated as follows:

Fees paid to the Firm during the current calendar quarter divided (\div) by the number of days in the current quarter multiplied(\times) by the number of days remaining until the end of current calendar quarter equals the amount to be refunded.

Consulting & Advisory Service Agreement (AUA) Fee Refund - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Consulting & Advisory Service Fees are calculated as a per the selected fee schedule by the Client(s) in the AUA agreement. For all fees paid in advance, the Firm will facilitate a pro rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to Client(s) will be calculated as follows:

Fees paid in advance to the Firm per the agreement divided (\div) by the number of days in the agreement period multiplied(\times) by the number of days remaining in the agreement period will equal the amount to be refunded.

Notice Regarding Private Placements, QOZs, and DSTs Cancellations: Cancellations of Consulting & Advisory Services as it relates specifically to payments being made by third-party private placements entities, QOZs and DST Sponsor(s): Because of the unique nature of the work and due-diligence required by your IAR as it relates to these investment vehicles on behalf of the Client(s), and the traditional hold time of 4-10 years, cancelations of Consulting & Advisory Services may be referenced in the "Letter of Fee Direction" and understanding signed by the Client(s). As per this notice, the IAR fee will extend through the initial holding period of each individual investment as set forth by the Sponsor. If the Sponsor cannot fulfill the agreed upon Advisory fee arrangement through the holding period of each individual DST as per the letter of Fee Direction, the Client(s) may either write a check payable to the Firm for the ongoing amount or have the Advisory fee deducted from an account of their choosing for the balance of each of such holding period. This acknowledgement and acceptance of understanding of the terms of the Consulting & Advisory Services agreement is specific to and strictly for Assets Under Advisement for Private Placements, QOZs and DSTs.

Ongoing Financial Planning and Consulting Services Fee Refund - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Ongoing Financial Planning and Consulting Services Fees are based on an annual fixed fee basis. The agreed upon annual fee is paid quarterly in advance. Firm will facilitate a pro rata fee refund based on the number of days remaining in the quarter. The pro-rata refund amount owed to the Client(s) will be calculated as follows:

Fees paid to the Firm during the current calendar quarter divided (\div) by the number of days in the current quarter multiplied(\times) by the number of days remaining until the end of current calendar quarter equals the amount to be refunded.

Financial Planning and Consulting Services Fee Refund - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Client(s) who decide to end their relationship prior to the completion of their financial plan are entitled to a refund of half of the initial installment payment. No refunds are given once the financial plan is delivered to the Client(s).

Retirement Plan Refund - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Retirement Plan Service Fees are calculated as a per the selected fee schedule by the Client(s) in the Retirement Plan Agreement. For all fees paid in advance, the Firm will facilitate a pro rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to Client(s) will be calculated as follows:

Fees paid in advance to the Firm per the agreement divided (\div) by the number of days in the agreement period multiplied(\times) by the number of days remaining in the agreement period will equal the amount to be refunded.

***NOTE:** Notice of termination for any service(s) by the Client(s) should be sent to the Firm at 1024 E Grand River Ave, Brighton, MI 48116 or email to support@guardianpointepwm.com.

E. Other Compensation

The Firm and its IARs do not receive any commissions or additional compensation for any mutual fund or variable annuity 12b-1 fees or any other securities related transactions.

IARs may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client(s). While Client(s) are under no obligation to affect the product transactions through their IAR, acting on this recommendation, the IAR will receive commission compensation directly from the insurance carrier. This compensation is in addition to advisory fees that the Client(s) are currently paying for advisory and asset management services.

F. Jurisdiction and Arbitration

The validity, interpretation, construction, and performance of the IMA (Investment Management Agreement) shall be governed by the laws of the States of Michigan. Disputes resulting from this Agreement or the relationship with Client(s) hereto shall be resolved under the Arbitration Association of Michigan in the county of Livingston.

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

The Firm does not accept, or charge performance-based fees or provide side by side management comparisons.

Item 7 - Types of Clients

We offer services to accredited investors, qualified purchasers and retail clients as defined by the federal securities laws. These may include, but not limited to, the following types of clients:

- Individuals
- High net worth individuals & family offices
- Trusts
- Non-profit entities
- Plan participants (403(b), 457, 401(k))

There is an account minimum, \$250,000, which may be waived by the IAR, based on the needs of the client and the complexity of the situation.

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

Investing in securities involves risk of loss which our Client(s) should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the TPIA, the Firm and/or its IARs as described herein.

A. Methods of Analysis

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are

recognized. These signals assist the portfolio managers and/or IAR's in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

The Firm and its IARs methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers to be made available within the Wrapped Fee Program, as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

B. Investment Strategy

The Firm's Client(s) may participate in a variety of strategies which generally fall into either of the following categories: active, passive or a combination of both investment management styles.

Active Investment Management

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client(s). Client(s) have two options to participate in active investment management, either by their IAR or a TPIA or a combination thereof within the Firm's Wrap Fee program. For detailed information on active investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

Passive Investment Management

Passive asset management entails selecting investments based on appropriateness with regards to each Client(s)'s risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long-term and only replaced or rebalanced as appropriate with regards to changing market conditions or the IAR or TPIA's management style. For detailed information on passive investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

IARs may use several investment strategies, securities, products and concepts to best help implement and achieve each Client(s), goals, objective and risk tolerance including but not limited to:

- Long-term purchases (more than one year)
- Short-term purchases (less than one year)
- Fixed Insurance products
- Relative value
- Long/short ETFs & Mutual Funds
- Tactical rotation
- Sector rotation
- Alternative investments
- Options Strategies

The Firm also analyzes the type of investment strategy each TPIA provides, if that strategy is an effective vehicle to achieve particular investment objectives if the strategy is within the broad risk tolerances of our Client(s).

Third-Party Portfolio Manager or TPIA Review:

Third-Party Portfolio managers (TPIA) and Sub-Advisors providing sub-advisory services to the Firm's Client(s) are reviewed periodically to determine their ongoing utility to the Firm's IARs and their Client(s). The criteria may include but not limited to: review of current and past performance history, investment costs, assets under management, MAR ratios (measurement of returns adjusted for risk) and other methods of review.

C. Risk of Loss

Investment Risk

An investor should consider the investment objective, risks, charges, and expenses carefully before investing. The strategies and analyses detailed above, involves exposure to risks, as there is no guarantee that any investment model will achieve its stated investment objectives, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

Item 9 - Disciplinary Information

There is no material disciplinary information to disclose in this section.

Item 10 - Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

The Firm does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

B. Commodity Affiliation

The Firm does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Relationships/Conflicts

IARs of the Firm may be licensed and appointed to sell insurance products through various insurance companies. These insurance products including but not limited to: life insurance, disability, Health & Medicare supplement insurance and fixed or indexed annuities, may be offered through AIP Marketing Alliance, the AIP Group, and/or Assured Investment Planners to assist the Firm's IARs with fulfilling their Client(s)'s planning needs, as necessary. IARs will receive commissions and other incentives paid directly from the insurance carrier. These commissions are in addition to and separate from the advisory fees charged. This creates a monetary conflict through the benefit of common control of AIP Marketing Alliance, the AIP Group, and/or Assured Investment Planners which Richard A. Kissler is the Chief Executive Officer. These conflicts are mitigated because clients are not obligated to implement insurance product recommendations made by the Firm's IARs. Additionally, the Firm does not receive any commission compensation for the sale of insurance products by its IARs. As a fiduciary, the Firm's IARs will act in the best interest of the Client(s), independent of the amount of commission received.

Ronald J. Briggs, Jr. is the Founder, Owner, Chief Compliance Officer, & Chief Investment Strategist of A Smarter Way To Invest, Inc. ("ASWTI"). ASWTI is a TPIA and a SEC registered investment advisory firm which solely offers asset management services to Registered Investment Advisory Firms. It grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. The Firm's IARs may recommend ASWTI's portfolio management services to their Client(s). This may create a conflict due to the fact that Ronald J. Briggs, Jr. is also the co-owner of Guardian Pointe Private Wealth Management, LLC. and will financially benefit from the Client(s)'s assets placed with ASWTI. This conflict can be mitigated as the Firm's IARs working with their Client(s) can choose from numerous third-party money managers/sub-advisors, mutual funds, etc., that are made available to them through the two (2) custodial platforms (Folio Institutional & TD Ameritrade Institutional) currently made available by the Firm.

GP will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

Ronald J. Briggs, Jr. is the Founder, Principal, Advisor and Chief Compliance Officer of Caitlin John, LLC., a SEC Registered Investment Advisor Firm. This affiliation is not material to the Firm's business or its Client(s) because the Caitlin John, LLC. does not in any way engage with the IARs or Advisory Client(s) of the Firm.

All Service and Support Employees of the above 3 registered Advisory Firms are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristin Briggs, spouse of Ronald J. Briggs, Jr. EPAN employs business development advisors to recruit, support, and service IARs of Caitlin John, LLC. and Guardian Pointe Private Wealth Management, LLC. These business development advisors are both W-2 and 1099 employees and receive compensation in the form of salary and commissions. Part of this compensation may reflect compensation based on the total AUM of the IARs they support.

D. Advisor Recommendations

The Firm does recommend other investment advisors for their Client(s) as stated above. The Firm does receive compensation directly or indirectly from outside advisors. Please see Item 10.C. Relationship/Conflicts for further details.

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

A. Code of Ethics

Our Firm has adopted a Code of Ethics ("Code") which sets forth high ethical standards of business conduct that we require of our personnel, including compliance with applicable federal securities laws.

The Firm and our personnel owe a duty of loyalty, fairness and good faith towards our Client(s). They have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the Firm's Compliance Department.

The Firm's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information relating to the Client(s)'s account portfolios or transactions of the Firm. While we do not believe that we have any particular access to non-public information, all Firm personnel are reminded that such information may not be used in a personal or professional capacity. Any Firm personnel will not disclose any non-public information relating to the business or operations of the Firm unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory Client(s) and prospective Client(s). You may request a copy by email sent to support@guardianpointepwm.com, or by calling us at (844)944-1044.

B. Material Financial Interest and Conflict of Interest

The Firm's IARs and Access Persons may buy or sell securities for themselves through a non associated custodian of the Firm with prior approval and ongoing statements forwarded to the firm. We

monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions to advisory Client(s).

The Firm's IARs, and Access Persons currently have no material financial interest in any publicly traded securities. IARs and Access Persons shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with the Firm's Client(s)'s accounts, or which may be otherwise be detrimental to the interests of the Client(s) of the Firm. The Firm's IARs and Access Persons will not attempt to improperly use influence for their personal benefit.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory Client(s) and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal accounts securities identical to or different from those recommended to our Client(s) or TPIA. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a Client(s).

At no time, will the Firm or any associated person of the Firm, transact in any security to the detriment of any Client(s). The Client(s)'s needs are considered first.

C. Same Securities Purchase and Conflicts of Interest

The Firm and it's Access Persons may buy or sell securities that are also held by the Client(s). In order to mitigate conflicts of interest such as front running, Access Persons are required to disclose all reportable securities transactions, including the size of trade and when they wish to buy or sell the security(ies) to the Compliance Department. All Access Persons using a non-associated custodian must forward all brokerage account statements to the Compliance Department.

D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest

The Firm does not maintain a Firm proprietary trading account and does not have a material financial interest in any securities being recommended. However, Firm Access Persons may buy or sell securities at the same or later times they buy or sell securities for the Client(s). In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide the Firm with copies of their brokerage statements.

The Chief Compliance Officer of the Firm is Ronald J. Briggs, Jr. Mr. Briggs reviews all Access Persons trades on a periodic basis. The personal securities transactions reviews evaluate the possible misuse of personal trading in violation of its Code of Ethics policy.

Item 12 - Brokerage Practices

A. Soft Dollar Benefits

The Firm does have access to various research and tools as a soft dollar benefit from TD Ameritrade Institutional. Because the Firm receives such soft dollar benefits, the Firm may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research and tools made available. The Firm does not charge the Client(s) brokerage commissions or additional fees of any kind to obtain these benefits. The Firm manages this conflict of interest by offering each Client(s) relationship a choice of a custodian, TD Ameritrade Institutional or Folio Institutional, for fee-based asset management offered by the Firm.

The Firm also may use Kingdom Trust for certain asset types and self-directed IRA's not able to be held at TD Ameritrade Institutional or Folio Institutional.

B. Brokerage for Client Referrals

The Firm does not currently receive any Client referrals from any broker-dealer or Third-Party.

C. Directed Brokerage

The Firm currently makes available two custodial and brokerage options, TD Ameritrade Institutional or Folio Institutional, for the Client(s)'s brokerage account. The Firm's IARs may direct the Client(s) to either for the purposes of trade execution and custodial management. Additionally, certain TPIA programs are only made available on these two platforms. While Client(s) may find similar or unique programs offered elsewhere Client(s) choosing to use certain TPIAs may find that their services are limited to certain custodians. Even though the IAR has the obligation, as a fiduciary, to best execute the Client(s)'s trades and transactions, it is possible that the IAR may not be able to achieve the most favorable execution of the Client(s)'s transactions in every case. This practice may or may not cost the Client(s) more or less money. The Firm's IARs and TPIAs acting as fiduciaries, will always act in the best interest of the Client(s) and will always try to achieve the best possible trade execution on behalf of all Client(s) accounts.

D. Aggregate of Client Trades

TPIA's used by the Firm's IARs may aggregate the Client(s) orders using omnibus trading (block trades) for the discretionary purchase and sale of securities in their models and allocations. Folio Institutional and TD Ameritrade Institutional allow for the aggregation of such orders, for both TPIAs as well as the individual IARs managing their Clients accounts.

In certain circumstances, the Firm's IARs may, to best serve the Client(s), place non-aggregate individual trading orders. Non-Aggregated orders may be placed for an individual Client(s) to meet the Client(s) asset management strategy and other needs including but not limited to distributions, RMDs, unusual/extraordinary circumstances, raise cash, or at the request from a Client(s). The Client(s) may incur additional costs by not aggregating their trade orders.

Item 13 - Review of Accounts

The Firm's IARs are expected to have an investment account review with each of their Client(s), on a regular basis. Client(s) may request additional reviews by contacting their IAR. Additionally, reviews can be requested by the Client(s) with their IAR anytime in order to inform them of a life changing event that may affect a change to the following criteria: income needs, risk tolerance, a change in their long-term needs, goals, or objectives.

The Client(s) can review the status of their accounts at any time by going online at any time to www.advisorclient.com or www.folioClient.com to review their portfolio.

Item 14 - Client Referrals and Other Compensation

The Firm does not currently have arrangements, nor receives compensation for any Client referrals. The Firm also does not currently compensate anyone for Client referrals.

Item 15 - Custody

Client(s) accounts will be opened and all assets held at either Folio Institutional or TD Ameritrade Institutional in the Client(s) own name. The Firm will never have custody of any assets or securities in the Client(s)'s account. As per **regulatory interpretation**, the Firm is considered to have a form of

indirect custody, due to the fact that the Firm authorizes the custodian to withdraw and pay advisory and management fees to the Firm and/or the TPIA as agreed upon and authorized by the Client(s) as per the Investment Management Agreement.

Each Custodian, Folio Institutional or TD Ameritrade Institutional, will send monthly notifications to the Client(s) by email when their latest statement is ready for review. The location of the statement to view is in the Client(s)'s secured file cabinet within the custodian's platform as described in the agreement with the Client(s) and their chosen custodian. For accounts held with Folio Institutional, the Client(s) can go online to the Client portal at www.foliodclient.com and for accounts held with TD Ameritrade Institutional, the Client(s) can go online to www.advisorclient.com and log into their account to review their current and past statements which will include all trade & transaction confirmations, fee billing, current balances, etc. This access is also be made available to the Firm and the Client(s)'s IAR.

The Firm and it's IARs advises the Client(s) to always carefully review their statements. If the Client(s) finds any discrepancies or has any questions, concerns, or simply forgot how to access their account online, they can contact their IAR, call 1-844-944-1044 and ask for the Client Relations Manager, or email your concerns to support@guardianpointepwm.com.

Item 16 - Investment Discretion

The Client(s) may choose to have a discretionary or non-discretionary asset management account with the Firm. Discretionary asset management accounts allow your IAR or TPIA to place trades in your account without contacting you prior to each trade to obtain permission.

Our discretionary authority includes the ability to do the following without contacting the Client(s):

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

This decision will be made with your IAR at the time you open your account and is determined by choosing the discretionary or non-discretionary authority when completing the Investment Management Agreement. The Client(s) may also change/amend such limitations by once again providing us with written instructions.

Item 17 - Voting Client Securities

The Firm or TPIAs do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request, we will answer questions about voting a specific proxy solicitation.

Item 18 - Financial Information

Under no circumstances does the Firm require or solicit payment fees in excess of \$1,200.00 per Client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Client(s)'s accounts via the custodian directly deducting the Client(s)'s fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to our Client(s). Should any arise, the Firm will notify the Client(s) according to SEC guidelines.

Guardian Pointe Private Wealth Management has not been the subject of a bankruptcy petition at any time during the past ten years.