

Arcwood Financial, LLC

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Arcwood Financial, LLC. If you have any questions about the contents of this brochure, please contact us at (602) 726-6280 or by email at: brandon@arcwoodfinancial.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.

Additional information about Arcwood Financial, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Arcwood Financial, LLC's CRD number is: 189512.

3033 N. Central Ave Suite 810
Phoenix, AZ, 85012
(602) 726-6280
www.arcwoodfinancial.com

Registration does not imply a certain level of skill or training.

Version Date: February 5, 2019

Item 2: Material Changes

The following material changes have been made to this disclosure brochure since its last annual updating amendment:

- Item 4 was updated to reflect that, as of February 1, 2019, Arcwood Financial had \$0.973 million in discretionary assets under management and \$101.292 million in non-discretionary assets under management.
- The brochure was updated throughout to no longer reflect that Arcwood Financial's management and associated persons are affiliated with United Planners Financial Services.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Arcwood Financial, LLC (hereinafter "Arcwood Financial") is a Limited Liability Company organized in the State of Arizona.

The firm was formed in January 2013, and the principal owners are Peter Laurence Rowe and Brandon Thomas Oliver.

B. Types of Advisory Services

Pension Consulting Services

Arcwood Financial offers (1) Discretionary Investment Management Services, (2) Nondiscretionary Investment Advisory Services and/or (3) Retirement Plan Consulting Services to employer-sponsored retirement plans and their participants. Depending on the type of the plan and the specific arrangement with the Sponsor, we may provide one or more of these services. Upon being engaged by the Sponsor, we will provide a copy of this Form ADV Part 2; an Investment Fiduciary & Retirement Plan Consulting Agreement ("Agreement") for review, along with a copy of our Privacy Policy.

We provide the following Retirement Plan Services, as identified below:

Discretionary Investment Management Services

These services are designed to allow the plan fiduciary to delegate responsibility for managing, acquiring and disposing of Plan assets that meet the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"). We will perform these investment management services through our investment advisor representatives ("IARs"), and may charge a fee for the investment management services, as described in this Form ADV and the Agreement. We will perform these services to the Plan as a fiduciary defined under ERISA Section 3(38) and will act with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances.

Specifically, the Sponsor may determine that we perform the following services:

SELECTION, MONITORING & REPLACEMENT OF DESIGNATED INVESTMENT ALTERNATIVES ("DIAs")

Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS that contains criteria from which Advisor will select, monitor and replace the Plan's DIAs. Once approved by Sponsor, Advisor will review the investment options available to the Plan and will select the Plan's DIAs in accordance with the criteria set forth in the IPS. On a periodic basis, Advisor will

monitor and evaluate the DIAs and replace any DIA(s) that no longer meet the IPS criteria.

CREATION & MAINTENANCE OF MODEL ASSET ALLOCATION PORTFOLIOS ("MODELS")

Advisor will create a series of risk-based Models comprised solely among the Plan's DIAs; and, on a periodic basis and/or upon reasonable request, Advisor will reallocate and rebalance the Models in accordance with the IPS or other guidelines approved by Sponsor.

SELECTION, MONITORING & REPLACEMENT OF QUALIFIED DEFAULT INVESTMENT ALTERNATIVES ("QDIA(s)")

Based upon the options available to the Plan, Advisor will select, monitor and replace the Plan's QDIA(s) in accordance with the IPS.

INVESTMENT MANAGEMENT

Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS that contains criteria from which Advisor will select, monitor and replace the Plan's investments. Once approved by Sponsor, Advisor will review the investment options available to the Plan and will select the Plan's investments in accordance with the criteria set forth in the IPS. On a periodic basis, Advisor will monitor and evaluate the investments and replace any investment(s) that no longer meet the IPS criteria.

MANAGEMENT OF THIRD PARTY MANAGERS

Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS or other documentation that contains criteria from which Advisor will select, monitor and replace the Plan's third-party investment managers. Once the IPS is approved, Advisor will select appropriate managers to manage all or a portion of the Plan's investments. Advisor will monitor the manager(s) in accordance with the IPS and will replace any manager(s) that is no longer meeting the IPS criteria. Advisor must have a limited power of attorney in order to hire any managers on behalf of the Plan.

Nondiscretionary Fiduciary Services

These services are designed to allow the Sponsor to retain full discretionary authority or control over assets of the Plan. We will solely be making recommendations to the Sponsor. We will perform these nondiscretionary investment advisory services through our IARs, and may charge a fee for these fiduciary services, as described in this Form ADV and the Agreement. We will perform these investment advisory services to the Plan as a fiduciary defined under ERISA Section 3(21) and will act with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances.

The Sponsor may engage us to perform one or more of the following nondiscretionary investment advisory services:

INVESTMENT POLICY STATEMENT (“IPS”)

Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will provide recommendations to Sponsor to assist with establishing an IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan’s objectives. If the IPS does not represent the objectives of the Plan, Advisor will recommend to Sponsor revisions to align the IPS with the Plan’s objectives.

ADVICE RE: DESIGNATED INVESTMENT ALTERNATIVES (“DIAs”)

Based on the Plan’s IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting DIAs to be offered to Plan participants. Once Sponsor selects the DIAs, Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the DIAs. If a DIA is required to be removed, Advisor will provide recommendations to assist Sponsor with replacing the DIA

ADVICE RE: MODEL ASSET ALLOCATION PORTFOLIOS (“MODELS”)

Based on the Plan’s IPS or other guidelines established by the Plan, Advisor will make recommendations to assist Sponsor with creating risk-based Models comprised solely among the Plan’s DIAs. Once Sponsor approves the Models, Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist Sponsor with monitoring the Models. Upon reasonable request, and depending upon the capabilities of the record keeper, Advisor will make recommendations to Sponsor to reallocate and/or rebalance the Models to maintain their desired allocations.

ADVICE RE: QUALIFIED DEFAULT INVESTMENT ALTERNATIVE(S) (“QDIA(S)”)

Based on the Plan’s IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting or replacing the Plan’s QDIA(s)

INVESTMENT ADVICE

Based on the Plan’s IPS, Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor with selecting investments that meet the IPS criteria. Once Sponsor selects the investment(s), Advisor will, on a periodic basis and/or upon reasonable request, provide reports and information to assist Sponsor with monitoring the investment(s). If the IPS criteria require any investment(s) to be replaced, Advisor will provide recommendations to assist Sponsor with replacing the investment(s).

ADVICE RE: THIRD PARTY MANAGERS

Based on the Plan’s IPS or other investment guidelines established by the Plan, Advisor will review the third-party investment managers available to the Plan and will make recommendations to assist Sponsor with selecting a manager to manage some or all of the Plan’s investments. Once Sponsor approves the manager(s), Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist

Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Advisor will provide recommendations to assist Sponsor with evaluating replacement managers.

Retirement Plan Consulting Services

Retirement Plan Consulting Services are designed to allow our IARs to assist the Sponsor in meeting his/her fiduciary duties to administer the plan in the best interests of plan participants and their beneficiaries. Retirement Plan Consulting Services may only be performed so that they would not be considered fiduciary services under ERISA. The Sponsor may elect for our IARs to assist with any of the following services:

ADMINISTRATIVE SUPPORT

- Assist Sponsor in reviewing objectives and options available through the plan
- Review plan committee structure and administrative policies/procedures
- Recommend participant education and communication policies under ERISA 404(c)
- Assist with development/maintenance of fiduciary audit file and document retention policies
- Deliver fiduciary training periodically or upon reasonable request
- Assist with coordinating participant disclosures under 404(a)(5)
- Recommend procedures for responding to participant requests

OVERSIGHT OF RELATIONSHIP WITH SERVICE PROVIDER

- Assist fiduciaries with a process to select, monitor and replace service providers
- Assist fiduciaries with review of Covered Service Providers (“CSP”) and fee benchmarking
- Provide reports and/or information designed to assist fiduciaries with monitoring CSPs
- Assist with use of ERISA Spending Accounts or Plan Expense Recapture Accounts (PERA)
- Assist with preparation and review of Requests for Proposals (RFPs) and/or Information
- Coordinate and assist with CSP replacement and conversion

PARTICIPANT SERVICES

- Facilitate group enrollment meetings
- Facilitate group enrollment meetings
- Assist plan participants with financial wellness education
- Provide tools for retirement planning
- Provide tools for gap analysis and monitoring

Potential Additional Retirement Services Provided Outside of the Agreement

In providing Retirement Plan Services, Arcwood Financial and its IARs may establish a client relationship with one or more plan participants or beneficiaries. Such client relationships develop in various ways, including, without limitation:

1. as a result of a decision by the participant or beneficiary to purchase services from Arcwood Financial not involving the use of plan assets;
2. as part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relate exclusively to assets held outside of the plan

Portfolio Management & Selection of Other Advisers Services for Individuals

Arcwood Financial offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Rollover assistance
- Asset selection
- Regular portfolio monitoring

Arcwood Financial evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Arcwood Financial will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

Arcwood Financial seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of Arcwood Financial's economic, investment or other financial interests. To meet its fiduciary obligations, Arcwood Financial attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, Arcwood Financial's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is Arcwood Financial's policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent, including initial public offerings ("IPOs") and other investment opportunities that might have a limited supply, among its clients on a fair and equitable basis over time.

Financial Planning for Individuals

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; college planning; and debt/credit planning.

Services Limited to Specific Types of Investments

Arcwood Financial generally limits its investment advice to mutual funds, fixed income securities, real estate funds, insurance products including annuities, equities and ETFs. Arcwood Financial may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services and Client Imposed Restrictions

Arcwood Financial offers the same suite of services to all of its clients. However, specific client investment strategies and their implementation are dependent upon the client. Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent Arcwood Financial from properly servicing the client account, or if the restrictions would require Arcwood Financial to deviate from its standard suite of services, Arcwood Financial reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and other administrative fees. Arcwood Financial does not participate in any wrap fee programs.

E. Assets Under Management

- As of February 1, 2019, Arcwood Financial had \$0.973 million in discretionary assets under management and \$101.292 million in non-discretionary assets under management.

Item 5: Fees and Compensation

A. Fee Schedule

Pension Consulting Services Fees

Asset-Based Fees for Pension Consulting

Total Assets Under Management	Annual Fee
\$0 - \$499,000	1.00%
\$500,000 - \$999,999	0.75%
\$1,000,000 - \$4,999,999	0.50%
\$5,000,000 - \$9,999,999	0.40%
\$10,000,000 - \$19,999,999	0.30%
\$20,000,000 - UP	0.25%

Flat Fee

Arcwood Financial can enter into flat fee arrangements with pension plans. These fees will range from \$1,000 to \$250,000.

Project-Based Fee

If applicable, Arcwood Financial can charge as a one-time, Project-Based Fee to provide one or more of the above-referenced Services or alternative specifically identified service to the plan. These fees will range from \$500 to \$100,000.

All of these fee options are generally negotiable depending upon, *inter alia*, any deadlines by which the client requires the services to be performed, the types of assets being addressed, the market rates charged for such services based on the client's geographic location, and the needs of the client. The final fee schedule is memorialized in the client contract. Arcwood Financial fees are calculated and paid in a manner consistent with the plans record keeper platform and servicing client contract.

Clients may terminate the agreement without penalty for a full refund of Arcwood Financial's fees within five business days of signing the client contract. Thereafter, clients may terminate the client contract generally with 30 days' written notice.

Portfolio Management & Selection of Other Advisers Fees

Portfolio Management by Arcwood Financial only

Arcwood Financial may manage portfolios directly.

Total Assets	Total Annual Fee
\$0 - \$1,000,000	1.50%
\$1,000,001 - \$5,000,000	0.75%
\$5,000,001 - And Up	0.50%

Portfolio Management via Other Advisers

Arcwood Financial may also direct clients to another investment adviser with which it has an agreement. The other adviser will pay to Arcwood Financial either a portion of their total management fee or there will be a separate fee charged by the other investment adviser to the plan, its participants or to the individual client. The total fee paid to both Arcwood Financial and the other outside investment advisor will not exceed 1.5% per year of the Client's asset under the other adviser's management. Client will enter into a separate agreement with the other adviser, which will specify the other adviser's fees and services, among other things. The client will also receive the other adviser's disclosure materials, including but not necessarily limited to the other adviser's disclosure brochure and/or wrap fee disclosure brochure and, if applicable, Solicitor's Disclosure Statement.

These fees are generally negotiable and the final fee schedule is attached as Exhibit II of the client contract or, alternatively, the Client's agreement directly with the third-party adviser. Participants of group retirement plans may be offered lower negotiated rates if Arcwood Financial is acting as fiduciary for the plan in which the client's assets are or were invested. Arcwood Financial uses an average of the daily balance in the client's account throughout the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

Clients may terminate the agreement without penalty for a full refund of Arcwood Financial's fees within five business days of signing the client contract. Thereafter, clients may terminate the client contract immediately upon written notice.

Individual Client Financial Planning Fees

Fixed Fees

The negotiated fixed rate for creating client financial plans is \$1,000. Participants of group retirement plans may be offered lower negotiated rates if Arcwood Financial is

acting as fiduciary for the plan in which the client's assets are or were invested. Clients may terminate the agreement without penalty for a full refund of Arcwood Financial's fees within five business days of signing the client contract. Thereafter, clients may terminate the client contract generally upon written notice.

B. Payment of Fees

Payment of Portfolio Management Fees

Asset-based portfolio management fees are withdrawn directly from the client's accounts with client's initial written authorization per the client contract. Fees are paid quarterly in arrears.

Payment of Pension Consulting Fees

Asset-based pension consulting fees are withdrawn directly from the client's accounts with client's initial written authorization per the client contract. Fees are paid quarterly or monthly in arrears.

Flat fees for pension consulting are withdrawn directly from the client's accounts with client's initial written authorization per the client contract. Fees are paid in arrears.

Project-based fees for pension consulting are, at the client's election, either (i) paid via check or (ii) withdrawn directly from the client's accounts with client's initial written authorization. Fees are paid in arrears.

Payment of Financial Planning Fees

A portion of financial planning fees are paid at time of engagement and the remainder upon delivery of completed financial plan. Arcwood Financial neither requires nor solicits prepayment of more than \$500 in fees per client, six months or more in advance. Payments are made via check.

C. Client Responsibility For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by Arcwood Financial. Please see Item 12 of this brochure regarding broker-dealer/custodian.

D. Outside Compensation For the Sale of Securities to Clients

Neither Arcwood Financial nor its associated persons receive compensation from the sale of securities to clients.

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

Arcwood Financial does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

Arcwood Financial generally provides advisory services to the following types of clients:

- ❖ Pension and Profit Sharing Plans
- ❖ Individuals
- ❖ High-Net-Worth Individuals
- ❖ Corporations
- ❖ Not for profit organizations

There is no account minimum for any of Arcwood Financial's services.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

Arcwood Financial's methods of analysis include cyclical analysis and modern portfolio theory.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

Investment Strategies

Arcwood Financial uses long term trading.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Modern Portfolio Theory assumes that investors are risk adverse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Investment Strategies

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond “fixed income” nature (lower risk) or stock “equity” nature.

Equity investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance.

Real Estate funds (including REITs) face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions due to changes in national or local economic conditions or changes in local property market characteristics; competition from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

Annuities are a retirement product for those who may have the ability to pay a premium now and want to guarantee they receive certain monthly payments or a return on investment later in the future. Annuities are contracts issued by a life insurance company designed to meet requirement or other long-term goals. An annuity is not a life insurance policy. Variable annuities are designed to be long-term investments, to meet retirement and other long-range goals. Variable annuities are not suitable for meeting short-term goals because substantial taxes and insurance company charges may apply if you withdraw your money early. Variable annuities also involve investment risks, just as mutual funds do.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither Arcwood Financial nor its associated persons are registered as a broker-dealer or registered representative of a broker-dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither Arcwood Financial nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Brandon Thomas Oliver is an independent licensed insurance agent, a member of KNH Capital, LLC, an agent of Sunwest Benefits Consulting and a member of Smart Beta 401k LLC. From time to time, he will offer clients advice or products from those activities. Clients should be aware that these services may pay a commission or other compensation and involve a conflict of interest, as commissionable products and the receipt of outside compensation conflict with the fiduciary duties of a registered

investment adviser. Arcwood Financial always acts in the best interest of the client, including with respect to the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of Arcwood Financial in such individual's outside capacity.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

Arcwood Financial may direct clients to third-party investment advisers. Arcwood Financial will be compensated via a fee share from the advisers to which it directs those clients. This relationship will be memorialized in each contract between Arcwood Financial and each third-party advisor. This creates a conflict of interest in that Arcwood Financial has an incentive to direct clients to the third-party investment advisers that provide Arcwood Financial with a larger fee split. Arcwood Financial will always act in the best interests of the client, including when determining which third-party investment adviser to recommend to clients. Arcwood Financial will ensure that all recommended advisers are licensed or notice filed in the states in which Arcwood Financial is recommending them to clients.

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

A. Code of Ethics

Arcwood Financial has adopted a Code of Ethics (Code) that sets forth standards of business conduct, including compliance with applicable state and federal securities laws, that it requires of its officers, management and employees (associated persons). The Code is based on the principle that Arcwood Financial and its associated persons have an overarching fiduciary duty to, at all times, place the interests of its clients first. The Code establishes that no associated person of Arcwood Financial shall prefer their own interests to those of advisory clients and, among other things, prohibits the use of material non-public information. A copy of Arcwood Financial's Code is available upon written request.

B. Recommendations Involving Material Financial Interests

Arcwood Financial does not recommend that clients buy or sell any security in which a related person to Arcwood Financial or Arcwood Financial has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of Arcwood Financial may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of Arcwood Financial to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of Arcwood Financial may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Arcwood Financial to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, Arcwood Financial will never engage in trading that operates to the client's disadvantage if representatives of Arcwood Financial buy or sell securities at or around the same time as clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

Arcwood Financial requires that a client in need of brokerage and custodial services direct it to utilize TD Ameritrade Institutional, a division of TD Ameritrade (TDA) Inc., member FINRA/SIPC/NFA. Arcwood Financial is not affiliated with TDA.

For pension consulting services, Arcwood Financial requires that a sponsor in need of custodial services review the custodial options available to them and direct Arcwood accordingly. Under these plans, sponsors generally have multiple options. Arcwood currently works with Matrix Financial Solutions, Mid-Atlantic Trust Company, TD Ameritrade and several custodial offerings that are proprietary to the record keepers themselves. Arcwood Financial is not affiliated with any custodian.

Clients should be aware of the following important facts regarding Arcwood Financial's exclusive use TD Ameritrade:

- This limitation on the use of broker-dealers may affect Arcwood Financial's ability to achieve most favorable execution of client transactions, and therefore may cost clients more money; and
- Not all investment advisors require clients to use specified broker-dealers.

Arcwood Financial receives certain benefits from its relationship with TD Ameritrade. These benefits are not contingent on the number of accounts, number of transactions or

amount of revenue to the broker-dealer. TD Ameritrade provides brokerage, custodial, administrative support, record keeping and related services that support our firm in its business and in serving the best interests of our clients. Additional services that benefit the firm, but may not directly benefit client accounts include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution, provide research, pricing information and other market data, facilitate payment of our fees from client accounts, and assist with back-office functions, recordkeeping and reporting. Additionally, Arcwood Financial through its participation in the TDA program may receive, without cost or at a discount, compliance, marketing technology and practice management products or services provided to the firm by third-party vendors.

Clients are advised there is an incentive for Arcwood Financial and its IARs to recommend a broker/dealer over another based on the products and services that will be received rather than the client's best interest.

Due to the nature of its advisory services, Arcwood Financial does not have the authority or ability to negotiate commissions or obtain volume discounts.

B. Aggregating (Block) Trading for Multiple Client Accounts

Arcwood Financial does not aggregate or bunch the securities to be purchased or sold for multiple clients. This may result in less favorable prices, particularly for illiquid securities or during volatile market conditions.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

All client accounts for Arcwood Financial's advisory services provided on an ongoing basis are reviewed periodically by the firm's CCO with regard to clients' respective investment policies and risk tolerance levels. All accounts at Arcwood Financial are assigned to this reviewer.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by the firm's CCO. There is only one level of review for financial planning, and that is the total review conducted to create the financial plan.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, Arcwood Financial's services will generally conclude upon delivery of the financial plan.

C. Content and Frequency of Regular Reports Provided to Clients

Each client of Arcwood Financial's advisory services provided on an ongoing basis will receive from the custodian quarterly statements detailing the client's account, including assets held, asset value, and the billing of Arcwood Financial's advisory fees. Clients may also receive reports from Arcwood Financial and are urged to compare the account statements they received from custodian with any reports they receive from Arcwood Financial.

Each financial planning client will receive the financial plan upon completion.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

As described in Items 4 and 5 above, Arcwood Financial may direct clients to another investment adviser who will pay Arcwood Financial a fee for the referral. Further, Arcwood Financial receives certain benefits from TDA, as disclosed in Item 12 above.

B. Compensation to Non – Advisory Personnel for Client Referrals

Arcwood Financial does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

When advisory fees are deducted directly from client accounts at client's custodian, Arcwood Financial will be deemed to have limited custody of client's assets and must have written authorization from the client to do so. Clients will receive all account statements and billing

invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Item 16: Investment Discretion

Arcwood Financial provides discretionary and non-discretionary investment advisory services to clients. The client contract established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, Arcwood Financial generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share. Other than any limits outlined in Item 4C, clients may place no limits on Arcwood Financial's discretionary authority.

Item 17: Voting Client Securities (Proxy Voting)

Arcwood Financial will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

Arcwood Financial neither requires nor solicits prepayment of more than \$500 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither Arcwood Financial nor its management has any financial condition that is likely to reasonably impair Arcwood Financial's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

Arcwood Financial has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

Arcwood Financial currently has one management person: Brandon Thomas Oliver, Managing Member and Chief Compliance Officer. Education and business background can be found on the individual's Form ADV Part 2B brochure supplement.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Other business activities for each relevant individual can be found on the Form ADV Part 2B brochure supplement for each such individual.

C. Calculation of Performance-Based Fees and Degree of Risk to Clients

Arcwood Financial does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

There are no civil, self-regulatory organization, or arbitration proceedings to report under this section.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

See Item 10.C and 11.B.