

Item 5 - Fees and Compensation

Keeler & Nadler Family Wealth charges a management fee on each account for the above outlined management services, which may be charged as a percentage of the assets under management, as a flat fee, or as an hourly rate. Fees charged on new accounts will be pro-rated based on the initial value and the number of days remaining in the quarter. Thereafter, the fee will be based on the account value on the last business day of the preceding calendar quarter, and will cover that calendar quarter. During the calendar quarter, Keeler & Nadler Family Wealth shall not be compensated on the basis of a share of capital gains, capital appreciation of the funds or any portion of the funds of the Client. No fee adjustment will be made for additional contributions or for account appreciation or depreciation within a billing period.

A. Fee Schedule for Portfolio Management Services

Management fees will be calculated for each calendar quarter in accordance with the following schedule and paid in advance.

The maximum allowable fee that can be charged may not exceed 1.50% of client assets under management on an annual basis.

B. Payment of Fees

The Company obtains authorization from the Client for Keeler & Nadler Family Wealth to bill the custodian for fees described above, as well as obtain authorization from the Client for the custodian to pay the Company directly. All fees will be paid as directed in the agreed upon fee schedule.

The Client shall sign a Client Advisory Agreement, and by signing this agreement, the Client hereby provides written authorization to Keeler & Nadler Family Wealth to send an invoice to the custodian for its advisory fees for the management of the Client's account(s). It is the Client's responsibility to verify the accuracy of fee calculations. The qualified custodian will not determine whether the fee has been properly calculated. Upon approval from Keeler & Nadler Family Wealth, Clients may pay fees by receipt of an invoice. For Clients paying by invoice, the fees shall be due upon the Client's receipt of the invoice. Fees are paid quarterly in advance. The Client also authorizes the custodian to pay the invoiced fees described above to Keeler & Nadler Family Wealth directly from the Client's account(s) held by the custodian. The Client agrees that the custodian will send, at least quarterly, an account statement showing all disbursements from the Client's account(s), including the amount of fees paid directly to Keeler & Nadler Family Wealth.

C. Other Types of Fees

Clients are responsible for Third-Party Fees, including but not limited to those listed below. Some custodians of broker-dealers for the accounts of Clients in Keeler & Nadler Family Wealth may charge maintenance, or transaction fees that are separate from the advisory fees charged by Keeler & Nadler Family Wealth for its advisory services. The custodian of the Client's account, which may be a mutual fund or insurance company, may provide confirmations with each transaction and statements either monthly or quarterly. Any transfer fees, transaction fees, redemption fees, sales loads, wiring fees, etc. charged against an account are separate from the Keeler & Nadler Family Wealth's management fees, and will be deducted from the Client's account by the custodian.

12b-1 Fees

Keeler & Nadler Financial Planning and Wealth Management’s Investment Advisor Representatives, in their separate capacity as Registered Representatives of Purshe Kaplan Sterling Investments, Inc., and acting in full compliance with the PKS and Keeler & Nadler Financial Planning and Wealth Management’s compliance policies and procedures, may receive 12b-1 fees on mutual fund shares held in certain direct accounts or accounts held outside of Schwab. The Company does not receive a management fee based on the value of assets which produce 12b-1 fees received by the Company or its IARs.

If the Client has funds that pay 12b-1 fees and Schwab has custody, these 12b-1 fees are retained by Schwab. They do not pass through to the Company’s representative. The Company is in the process of doing share class exchanges to the class of shares that do not pay 12b-1 fees. This is being done to save the Clients money over time. In no case would the Company receive a 12b-1 fee on an account held at Schwab that the Company is also charging a fee on.

D. Prepayment of Fees

Fees are paid quarterly in advance. Keeler & Nadler Family Wealth does not require the prepayment of more than \$1,200 in fees per Client, six months or more in advance. If the investment advisory contract terminates prematurely, the Client will receive a pro-rata refund of the pre-paid fees less any expenses described in Item 4(C) Termination of Advisory Contract.

E. Outside Compensation for the Sale of Securities to Clients

All income Keeler & Nadler Family Wealth receives is based on the fee schedule. Keeler & Nadler Family Wealth does not accept or receive additional fees or commissions for buying or selling securities or other products on behalf of Clients. Three of Keeler & Nadler Family Wealth’s Investment Advisor Representatives are also Registered Representatives of Purshe Kaplan Sterling Investments, Inc. (“PKS”) and licensed to sell general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products. In their individual capacity as a Registered Representative of PKS, they receive commissions from PKS on securities transactions.

Fees may be discounted at the discretion of Keeler & Nadler Family Wealth.

Fees for Financial Planning Services	
Financial Planning Service	Fee Amount
Comprehensive Financial Plan:	\$1,500 - \$25,000 Flat Fee
Hourly Rate:	\$150 - \$500 Per Hour

The Company charges its fee amount for Comprehensive Financial Plans based on the complexity of the Client’s financial plan. Typically, the standard financial plan takes over six (6) hours to gather data, prepare the plan and present the plan. Those plans that take significantly less time may negotiate a lower fee while those financial plans that take significantly longer may be charged a slightly higher fee. These fees may be at a flat rate or an hourly rate and determined by the Company and the Client based upon the plan. If the Client chooses an hourly rate, the rate is \$150 - \$500 per hour and due upon the completion of the plan. The final amount will be specified in the Client Advisory Agreement.