



*Dream it...Plan it...Live it!*

Fee **FO** Only

907 Paris Road, Ste B  
Mayfield, KY 42066  
P: 270.247.0555 | F: 270.247.2080  
advisor@milestonesfp.com  
www.milestonesfp.com

## Firm Portfolio



*Are you fiscally fit?*



Johanna Fox Turner, Member/Owner

## Why Choose Milestones?

Hiring a financial planner is an important decision and must be built on a foundation of trust. In 2005, I decided to use the knowledge I had gleaned from 25 years of practice as a CPA to begin a financial planning practice. The biggest motivator was a personal observation that clients often risk future security by placing their trust – and money – with those who neither deserve nor appreciate it.

That was the most fulfilling decision I ever made. Financial planning has afforded me the chance to combine my passion for positively affecting lives **with** what I've learned and practiced in the years of working with the fantastic people at Fox & Company CPAs, Inc. (formerly Johanna Fox, CPA). We call them “clients” and “team members” but these intelligent, compassionate, patient souls are, in many ways, family. I am grateful for and humbled by their trust and the special relationships we have built.

Milestones Financial Planning, LLC is a Fee-Only financial planning firm, meaning we receive no financial compensation (i.e. “commission”) from investments we recommend to you, relationships with providers, etc. because we “sell” nothing but good advice. We have designed this portfolio to help you gain an overview of the services and background our firm offers. We ask that you also visit our [website](#) to learn more about our firm and policies.

There is no charge for your first appointment, which we will use to interview each other. **Our goal** will be to determine the services you are interested in and whether we are the best firm to provide those services. **Your goal** will be, among other things, to decide if we are a good fit for your needs and whether we deserve your business. In other words, you should decide whether you trust that we can:

- a) do what you need,
- b) do what we *say* we'll do, and
- c) offer advice *even when you don't realize you **do** need it.*

## Enclosed in this e-packet are:

- Information about our firm, including Johanna's resume'
- Sample forms we use to substantiate client agreements
- Information we give to prospective clients for compliance reasons
- Introduction to Financial Life Planning

Please review the information in this e-packet, jot down any questions, and call or [email](#) Michelle Neiswender, our junior advisor, at 270/247.0555 to set up an appointment or to get more information. Your initial appointment can be in person, by phone, or by web-cam. We schedule after-hours and weekend appointments by request and when convenient to both parties.

On behalf of the entire team at Milestones Financial Planning, thank you for your interest. We sincerely look forward to our first meeting with you!

Excerpted from

*Milestones Financial Planning, LLC*

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# Resume' of Johanna Fox Turner, CPA, CFP®, RLP® Member/Owner

## Milestones Financial Planning, LLC

907 Paris Road, Suite B • Mayfield KY 42066  
270/247.0555 • jft@milestonesfp.com  
www.milestonesfp.com

*Johanna Fox Turner passed both the CERTIFIED PUBLIC ACCOUNTANT exam (1979) and the CERTIFIED FINANCIAL PLANNER® exam (2006) in her first sittings. She is among only 23% of CFPs who are women.*

*Johanna has worked as a CPA for over 30 years. She chose to expand into investment management and financial services to give clients an option for competent, ethical financial planning and investment management. She opened the doors to Milestones Financial Planning, LLC on August 1, 2008 and is one of only three Registered Life Planners (RLP®) in Kentucky and Tennessee. Johanna has two married sons and two beloved grandchildren and lives in Mayfield, KY with her husband, Bob, a successful entrepreneur.*



### Education and Licenses

**Lipscomb University, Nashville TN, Co-Valedictorian, BS, Accounting, 1979**  
**Certified Public Accountant, Tennessee, 1980; Kentucky, 1988**  
**CERTIFIED FINANCIAL PLANNER™ Certificate, 2007**  
**Series 65 license, 2007**  
**Registered Life Planner™ Certificate, 2009**

### Work History

**Johanna Fox CPA, Inc., Mayfield KY**  
**Owner/President, 1994-Present**

**Self-employed, Kentucky**  
**Accountant, 1982-1993**

**Fox & Westpheling CPA, Fulton KY**  
**Partner, 1989-1991**

**Tongate, Ryan, Connelly & Shaub, CPA, Nashville TN**  
**Staff Accountant, 1978-80**

### Experience

- Business planning, consultation, startups, and family negotiation
- Income tax planning and preparation, including multi-state taxation
- Financial planning with an emphasis on Life, Retirement, and Estate Planning
- Estate and Trust consultation, including recommendations and planning
- Business retirement plans
- IRA rollovers and Roth conversions

### Community

**His House Ministries Church, Mayfield, KY, active member**  
**Continuing Education Instructor (Finances) for licensed electrical contractors**  
**Mayfield-Graves County Chamber of Commerce, Mayfield KY, past President**  
**Mayfield-Graves County CEO Roundtable, initial organizer**  
**Four Rivers Business Journal, Monthly Financial Planning Columnist**  
**W KY Regional Chamber Alliance, Charter Member, past Treasurer and Finance Committee Chair**  
**Treasurer, Teresa Cantrell for Mayor of Mayfield (successful campaign 2011)**  
**Graves County Republican Party, past Chairman**  
**2004 Republican National Convention, Alternate Delegate**  
**Mayfield City Council, past Councilwoman (two terms)**  
**BNI (Business Networking International), Paducah KY, past Vice President**  
**Mid-Continent University, Mayfield KY, past Finance Committee Chair, Board of Trustees**  
**Bellemeade Neighborhood Association, Initial Organizer**

### Memberships

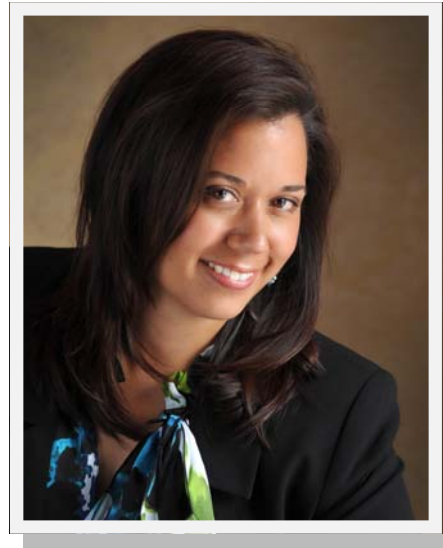
- National Association of Personal Financial Planners (NAPFA™)
- Financial Planning Association
- Kentucky Society of CPAs

# Resume' of Michelle Neiswender, MBA

## Apprentice Financial Planner

### Milestones Financial Planning, LLC

907 Paris Road, Suite B • Mayfield KY 42066  
270/247.0555 • michellen@milestonesfp.com  
www.milestonesfp.com



*Michelle Neiswender comes to the world of fee-only financial planning with a background in accounting, logistics, and office management. She is passionate about helping clients create a sustainable financial future and has begun a three year apprenticeship to become a CERTIFIED FINANCIAL PLANNER™.*

*Michelle, a California native, relocated to Kentucky in 2006 with her family after her husband, Thom, retired from the United States Navy. She lives in Graves County with Thom and their young daughter, Sara.*

#### Education and Licenses

**California State University Northridge**, Northridge, CA, BS, Business Administration with an emphasis on Business Law, 1999  
**Certified Bookkeeper**, The American Institute of Professional Bookkeepers, 2009  
**Murray State University**, Murray, KY, MBA, 2010  
**Series 65 License**, 2011  
**NAPFA Financial Planning Fundamentals**, 2011  
**CFP Certification Program**, College for Financial Planning, currently enrolled

#### Work History

**Fox & Co CPAs, Inc.**, Mayfield KY  
*Certified Bookkeeper*, 2006–2010

**Raytheon Technical Services Company**, Oxnard CA  
*Logistician*, 2004-2006

**Anteon Corporation**, Oxnard CA  
*Logistician*, 2000-2004

**Naval Construction Training Center**, Pt Hueneme CA  
Testing Officer, 1994-1999

#### Experience

- General financial advice
- Portfolio management
- Tax strategies and income tax preparation, including multi-state taxation
- Budgeting and debt management

#### Community

**Seven Oaks church of Christ**, Mayfield, KY, active member  
Preschool and kindergarten Sunday School teacher  
Bread Ministry coordinator  
El Salvador mission trips

**Graves County Soccer Association**, Mayfield, KY, Board Member and active volunteer

**Mayfield-Graves County Toastmasters**, Mayfield, KY, VP of Education and active member

**Girl Scout Troop #1637**, Mayfield, KY, Co-troop leader

**Relay for Life**, Oxnard, CA, 2001–2005, Team Development Chair and Team Captain

**Volunteer Income Tax Assistance**, Tax Preparer, Naval Base Ventura County, Pt Hueneme, CA, 1995-1999

#### Other Interests

- Spending time with family
- Soccer and basketball
- Cooking
- Reading

## How Does Your Financial Professional Compare?



Feature	Milestones	Others	Explanation
Fee-Only	Yes	NO	We charge no commissions, receive no referral fees, and have no financial incentives for working with any mutual fund company. This leaves us free to choose from 25,000+ mutual funds to find the ones that are best for you and your portfolio.
<a href="#">Monthly advice newsletter</a>	Yes	NO	We publish a free monthly newsletter drawing on Johanna's 30+ years of advising clients. Johanna is also the Financial Columnist for the Four Rivers Business Journal ( <a href="http://www.fourriversbusiness.com">http://www.fourriversbusiness.com</a> )
Owned and operated by a Certified Financial Planner (CFP®)	Yes	NO	Working with a CFP® means that your advisor has passed a rigorous test covering investments, taxes, estate and retirement planning, insurance, and comprehensive financial planning.
No commission products 'pitched' by advisors	Yes	NO	Our interests are aligned with yours which means you will never have to wonder if we make a recommendation to receive a commission or other type of financial "kickback". While we will recommend life insurance, for example, when appropriate, we will recommend you see your insurance agent or will help you find an insurer who meets our high standards. Our referral sources NEVER pay us for sending business their way and we do not do so in hopes of getting an "exchange" recommendation from them.
Aggregation of assets to lower household fees	Yes	N/A	Our revenue is based upon a percentage of the assets we manage for you (please see our Fee Schedule). We use a sliding scale, so the higher your balance with us, the lower your fee. So that you will pay the lowest fee possible, we include all accounts in your household that we manage to determine the rate you pay.
Frequent meetings to discuss your investments and financial plans.	Yes	NO	The annual meeting to "sign up new accounts" is a thing of the past. We meet with you on <b>your</b> schedule (face-to-face, on the phone, or by email) so that we can answer your questions and educate you about your investments. Our goal is to help you meet <i>your</i> goals and we work with our clients to ensure success.
Advice on choosing your portfolio	Yes	NO	You are not left alone to figure it out on your own. We discuss and explain your options so that you will better understand the choices we make.
Actively managed	Yes	NO	Your portfolio is built and managed by a human being, not a computer. We use our 20+ years of experience and our proprietary system to construct a unique portfolio for you.
Member of National Association of Personal Financial Advisors (NAPFA)	Yes	NO	NAPFAs website at <a href="http://www.napfa.org/consumer/index.asp">http://www.napfa.org/consumer/index.asp</a> explains more about the "Fee-Only" model and why it is the best choice for consumers.
Over 30 years as a CPA	Yes	NO	As a CPA consulting with businesses and individuals since 1979, Johanna brings a wealth of experience to the table when advising clients.
Registered Life Planner (RLP®)	Yes	NO	Johanna Fox Turner is one of a handful or RLP's in the United States. Learn how an RLP® can help you at <a href="http://www.kinderinstitute.com">www.kinderinstitute.com</a>
Fiduciary relationship	Yes	?	A fiduciary is required by law to put <b>your</b> interests ahead of <b>hers</b> . Stockbrokers, insurance agents and Registered Representatives must meet only the level of "appropriateness", which is a much lower standard.
No minimum account balances (varies from firm to firm)	Yes	?	We are currently do not impose minimum account balance restrictions.

## ***Engagement Letter***

Dear

We would like to thank you for the opportunity to meet with you to discuss your financial affairs and to work with you as your financial planner. This engagement letter is intended to outline the specific terms of the engagement between Milestones Financial Planning, LLC and you, the client. Any changes to the scope or terms of the engagement should be documented in writing and mutually agreed upon by all parties to this engagement.

All information that you provide to us **will be kept strictly confidential**. During this engagement we may, on occasion, be required to consult with other third-party professionals at which time we would obtain your written permission to disclose your personal information. In addition, your files are subject to review by the Kentucky Department of Financial Institutions for your personal protection.

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### ***Contracted Services***

We are undertaking to provide the following specific services, as described in the following sections:

\_\_\_ Financial Life Planning: a holistic, in-depth analysis of your financial situation, including:

- Financial planning exercises designed to help you identify and define essential life goals
- Preparation of your financial life plan based upon information we gather and analyze from exercises, questionnaires, and information you provide. Depending upon your areas of interest, your financial plan may contain some or all of the following:
  - ♦ Retirement goals and plans
  - ♦ Budgeting/cash flow advice and assistance
  - ♦ Estate planning
  - ♦ Education planning
  - ♦ Risk (insurance) assessment and planning
  - ♦ Investment review and recommendations of alternatives
- Strategies to implement your financial life planning recommendations
- Meetings during the period covered by your agreement to support your progress and suggest modifications

Financial Life Planning engagements conclude six months from the date of plan completion. During this six-month period, we will schedule a minimum of two meetings (one per quarter) to support your progress and discuss any necessary modifications to your plan. While this agreement is in force, you are entitled to unlimited consultation (by phone, email, or in person) with your Advisor.

You will be given the opportunity to continue your financial life planning engagement for succeeding year(s) at the end of the time period stipulated in this agreement. The next phase of

planning includes meeting at least quarterly to monitor progress and make adjustments to your plan. Services during this phase will be covered under the terms of a new engagement letter that includes a fixed-cost arrangement for the engagement period.

\_\_\_ Hourly consultation services which may include one or more of the following:

- Retirement planning, including IRA rollovers and 401k reviews
- Budgeting/cash flow advice and assistance
- Assessing options regarding your severance/retirement package
- Estate planning
- Consultation and planning for trust document creation
- Assessing your risk management (insurance) coverage and making recommendations
- General investment overview

\_\_\_ Other: \_\_\_\_\_

**Compensation & Payment Terms**

Payment for services is due at the end of each session unless other arrangements have been made. *All fees are negotiable.*

**FINANCIAL LIFE PLANNING** fee of \$\_\_\_\_\_ for the period ending six months after date of plan delivery, payable as follows:

- 1/3 due upon signing of this agreement \$\_\_\_\_\_
- 1/3 due at 2<sup>nd</sup> appointment \$\_\_\_\_\_
- 1/3 due at 3<sup>rd</sup> appointment \$\_\_\_\_\_

**FINANCIAL LIFE PLANNING** fee for **succeeding year** \_\_\_\_\_ (dates) of \$\_\_\_\_\_, payable as follows:

- 50% due by \_\_\_\_\_
- Balance due by \_\_\_\_\_

**HOURLY CONSULTATION: \$200.00 per hour (one hour minimum) due at the end of each session**

**OTHER:** \_\_\_\_\_

**Our Fiduciary Pledge**

Our firm and its employees pledge to exercise our best efforts to always act in good faith and in the best interests of our clients and will act as a fiduciary. We will provide written disclosure, in advance, of any conflicts of interest, which could reasonably compromise the impartiality of any advice. Moreover, in advance, we will disclose any and all fees the firm will receive as a result of this transaction and we will disclose any and all fees Milestones may pay to others for referring this client transaction to us. This pledge covers all services provided.

As a "Fee-Only" financial advisory firm, we wish to advise you that we have no conflicts of interest at this time.

**Disclosures**

In order to ensure your financial life plan or hourly consultation contains sound and appropriate planning recommendations, it is your responsibility to provide complete and accurate information regarding your personal and financial situation. This includes, but is not limited to, documentation we request as well as responses to the planning information you will receive from our office. Additional relevant information that becomes available to you during the course of this engagement should be disclosed promptly. It is your responsibility to ensure that any material changes to the above-noted information are disclosed to us on a timely basis as they could impact your plan and recommendations.

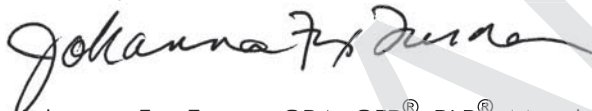
This Agreement may not be assigned by either party without the consent of the other party, and this Agreement will, until terminated, remain in full force and effect in the interest of both parties hereto. Additionally, the Advisor will notify you of any change in its principal officers and employees within a reasonable time after the change. This Agreement will be governed by the laws of the state of Kentucky and may not be modified except in writing.

This Agreement may be terminated by either party by giving 10 days' written notice. Upon termination, the client is entitled to a refund of any fees paid and not utilized. The advisor allows the client wide latitude in determining the refund amount for financial life planning services.

If you agree that the above adequately sets forth your understanding of our mutual responsibilities, please authorize this Engagement Letter and return it to our office. A copy is provided for your records.

We appreciate the confidence this engagement represents and look forward to working with you to help you reach your financial life planning goals. Please feel free to contact us at any time with comments, questions, or concerns.

Sincerely,



Johanna Fox Turner, CPA, CFP<sup>®</sup>, RLP<sup>®</sup>, Member  
Milestones Financial Planning, LLC

I/we acknowledge that I/we have reviewed and read the Advisor's Form ADV Part II ("the brochure") as well as the Milestones Financial Planning, LLC Privacy Policy. I/we have read, understood, and accept the terms outlined in this engagement letter.

\_\_\_\_\_  
Client A or single

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client B

\_\_\_\_\_  
Date

Milestones Financial Planning, LLC, a Kentucky limited liability company (“Advisor”), agrees to manage investments for (“Client”) on the following terms:

**Our Appointment** 1. You appoint us to manage an investment portfolio for you effective when we and you have both signed this agreement. For this purpose, you are opening with a custodian a discretionary advisory account(s) to be titled:

**Our Services** 2. We will make all decisions to buy, sell, or hold securities, cash or other investments for your account in *our sole discretion and without first consulting you*. Such securities may include, but are not limited to, money market funds and shares of mutual funds. You give us full power and authority to carry out these decisions by giving instructions, on your behalf, to brokers and dealers and the Custodian for your account. You also authorize us to provide a copy of this agreement to any broker or dealer with or through which transactions for your account are to be effected as evidence of our authority under this agreement.

Any special instructions or limits that you want us to follow in managing your account are written on Schedule A. This Agreement is not valid without Schedule A duly executed and attached. You will let us know in writing if you want to change our instructions. You also will let us know if your financial circumstances or investment objectives change in a way that should cause us to change how we are managing your account. Changes to the investment objectives or any instructions, as to which changes you and we have agreed in writing, will be considered amendments or supplements to Schedule A.

We manage investments for other clients and may give them advice or take actions for them, for our own accounts, or for accounts of persons related to us that are different from the advice we give you or actions we take for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts. Conflicts may arise in the allocation of investment opportunities among accounts that we advise. We will seek to allocate investment opportunities believed appropriate for you. But there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we will have no obligation to disclose the information to you or use it for your benefit.

**Related Services** 3. As part of the investment management fee, clients have access to the services of a CPA/CFP® for occasional tax and financial planning meetings outside of investment management reviews. Such meetings can last **up to one hour per quarter** and can be by phone or at the Advisor’s office. There is no minimum “assets under management” (AUM) requirement for the client to receive this advice and the available time does not accrue from quarter to quarter.

\_\_\_\_\_ I have read and understand the above paragraph.

Should you need more comprehensive advice that the Advisor estimates will last be-

yond one hour, the Advisor will discuss the prospective services with you and prepare an Engagement Letter for your signature detailing the proposed services. Investment management clients with a minimum of \$50,000 of AUM will be billed \$150/ hour for consulting services, which is a 25% discount over the regular hourly rate of \$200/hour.

**Client Responsibilities**

- 4. Client recognizes that the value and usefulness of the advisory services of Advisor will be dependent upon information that Client provides and upon his/her active participation in the formulation of investment objectives. Client will complete a questionnaire provided by Advisor. Client shall advise Advisor if Client’s financial condition or objectives change at any time.

**Custody of Your Account Assets**

- 5. An independent Custodian will hold your account assets. We will not have custody of any of your assets in your account. You will pay the fees and transaction commissions of the Custodian. Through the account application process, you will instruct the Custodian that you have given us authority to purchase, sell, redeem or exchange any security, cash or other investments for your account and to send us duplicate copies of account statements and tax forms. At a minimum, the Custodian will send you quarterly statements reflecting the assets in your account and all the transactions during the statement timeframe.

The qualified custodian listed below maintains Client funds and securities in a separate account for Client under Client’s name.

TradePMR, Inc. | PO Box 358230 | Gainesville, FL 32635-8230

**You May Cancel This Agreement At Any Time**

- 6. You have the right to terminate the client agreement without penalty within five business days of execution and will receive a full refund of any prepaid fees.

You have the right to cancel this agreement at any time by giving us 10 days’ written notice. We also may cancel this agreement at any time by written notice to you. Our authority under this agreement will remain in effect until you change or cancel it in writing. Cancellation of this agreement will not affect (a) the validity of any action previously taken by us under this agreement, (b) liabilities or obligations of you or us from transactions initiated before termination of this agreement, or (c) your obligation to pay our advisory fees (prorated through the date of cancellation). On the cancellation of this agreement, we will have no obligation to recommend or take any action with regard to the securities, cash or other investments in your account.

**Our Fees**

- 7. The fees you will pay for our services are set forth on Schedule B. This Agreement is not valid without Schedule B duly executed and attached.

Our fees are payable quarterly in advance. The first payment is due and payable upon execution of this Agreement, and will be assessed pro-rata in the event the Agreement is executed other than the first day of the new calendar quarter. Subsequent payments are calculated on the first day of each calendar quarter based on the value of the account assets under management as of the close of business on the last business day of the preceding quarter.

In any partial quarter, our fees will be prorated based on the number of days that we managed your account. If we buy shares of mutual funds or other investment funds for you, they will be included in calculating the value of your account when we determine our fees. You should understand that the same assets also will be subject to additional advisory and other fees and expenses, which are described in the prospectuses of those

funds, paid by the funds but ultimately borne by the investor.

Please initial one of the two following alternatives for payment of your fees:

         Initial The Custodian will deduct from your account and pay us our fees each quarter after we submit a bill to the Custodian. We will send you a quarterly billing statement showing the amount of our fees, the account value on which we based our fees, and how we calculated our fees. You are responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send you a quarterly statement showing all amounts paid from your account, including our fees.

         Initial You wish to be billed directly by us and will pay our fees within 30 days of the invoice date.

**How We Will Value Investments In Your Account**

8. The mutual funds in your account will be valued by the NAV (Net Asset Value) of their underlying holdings as of the close of business on a daily basis.

**Confidentiality**

9. Except as you otherwise agree or as is required by law, we will keep confidential all information concerning your identity, financial affairs, or investments.

**Risk**

10. We cannot guarantee the future performance of your account, promise any specific level of performance or promise that our investment decisions, strategies or overall management of your account will be successful.

The investment decisions we will make for you are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing your account, we will not consider any other securities, cash or other investments you own unless you have given us written instructions to do so.

Except as may otherwise be provided by law, we will not be liable to you for any loss (i) that you may suffer as a result of our good faith decisions or actions where we exercise the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (ii) caused by following your instructions; or (iii) caused by the Custodian, any broker or dealer to which we direct transactions for your account or by any other third person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this agreement does not waive or limit your rights under those laws.

**Self-Directed Assets**

11. You may desire to place or keep certain assets within your account that are selected by you and are not the subject of investment advice by us. These are “self-directed” assets. We will have no responsibility to manage any “self-directed” assets in your account, and we will have no liability to you for any loss relating to the “self-directed” assets. Your “self-directed” assets, if any, are listed on Schedule A Special Instructions; Schedule A may be amended from time to time by changes in writing as to which you and we agree.

**Legal Actions**

12. We will not advise you or act for you in any legal proceedings, including bankruptcies or class actions, involving securities held for your account or the issuers of those securities.

**Proxy Voting**

13. Proxy materials are delivered from the custodian to the client. The client may elect

through Access Online (TradePMR's client web portal) to have the proxy material mailed to the Client's address of record or delivered electronically. Milestones and its advisors do not vote client securities and do not advise clients upon how to vote.

- Retirement or Employee Benefit Accounts** 14. This section applies only if your account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan (including Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.
- If your account is for a plan subject to ERISA, we acknowledge that we are a "fiduciary" within the meaning of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provisions of services described in Section 2 of this agreement). Advisor represents that it is registered under the laws of the state of Kentucky.
- You represent that we have been furnished true and complete copies of all documents establishing and governing the plan and evidencing your authority to retain us. You will furnish promptly to us any amendment to the plan, and you agree that, if any amendment affects our rights or obligations, the amendment will be binding on us only when agreed to by us in writing. If your account contains only a part of the assets of the plan, you understand that we will have no responsibility for the diversification of the entire plan's investments and that we will have no duty, responsibility or liability for your assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in your account and if we so request in writing, you will obtain and maintain at your expense bonding that satisfies this requirement and covers us and our affiliated persons.
- Your Authority to Hire US** 15. By signing this agreement, you represent to us that you have the legal authority and capacity to hire us to manage the assets in your account.
- Your Death** 16. Your death, disability or incompetency will not automatically terminate or change the terms of this agreement. However, your personal representative, guardian, attorney-in-fact or other authorized representative may cancel this agreement by giving written notice to us.
- Non-Assignability** 17. This agreement may not be assigned by us without your consent.
- Governing Law** 18. The laws of Kentucky will govern this agreement. However, nothing in this agreement will be construed contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act.
- Notices** 19. You may send notices or other information to us in person, by U.S. mail, overnight courier, by facsimile transmission, or electronically at the address shown at the end of this agreement or another address we give you in writing. We will send reports and notices to you in person, by U.S. mail or overnight courier, by facsimile transmission or electronically at the address shown at the end of this agreement or another address that you give us in writing. Any notice or information sent by U.S. mail will be deemed given three business days after deposited in the U.S. mail with appropriate postage. Notices and information sent by overnight courier, hand delivery, facsimile transmission, or electronically will be deemed given when delivered or received.

- Fiduciary Pledge**      20.    Our firm is committed to the general principles of honesty, integrity and professionalism, and of putting the interests of our clients first. We will not take inappropriate advantage of our position of trust. We will hold the identity of the security holdings and financial circumstances of our clients to be confidential, maintain our independence in the investment recommendations and decisions on behalf of our clients, and will handle all personal securities transactions so as to avoid conflicts of interest.
  
- Disclosure**      21.    You have received and reviewed copies of Part 2 of our Form ADV and the Milestones Financial Planning, LLC Privacy Policy, as well as a copy of this agreement. You have the right to terminate this agreement without penalty within five business days after entering into the agreement.
  
- Amendments**      22.    We have the right to amend this agreement by modifying or rescinding any of its provisions or by adding new provisions; however, the changes will not become effective until the client acknowledges the changes by signing and dating the amendment(s).

By our signatures below, we have read and agree to the terms of this agreement.

Signature: \_\_\_\_\_  
 Client Name: \_\_\_\_\_ Date

Signature: \_\_\_\_\_  
 Client Name: \_\_\_\_\_ Date

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Milestones Financial Planning, LLC Representative

\_\_\_\_\_ Date

**Schedule A  
Special Instructions**

Other/restrictions, if any:

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The following assets shall be self-directed:

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**Agreed to:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Client Name: \_\_\_\_\_

Milestones Financial Planning, LLC Representative

\_\_\_\_\_ Date \_\_\_\_\_

**Schedule B  
Fee Schedule**

<u>Account Value</u>	<u>Option One</u>	<u>Option Two</u>
\$10k - \$100k	1.50%	1.00%
\$100k - \$500k	1.00%	0.75%
\$500k - \$1M	0.75%	0.50%
\$1M and up	0.50%	0.40%

Milestones has a \$10,000 minimum AUM balance. This minimum can be waived at the Advisor's discretion. All fees are negotiable.

Financial life planning clients *only* qualify for reduced fees under Option Two in the Fee Schedule above for a one year period, unless the client elects to continue with succeeding year(s) planning.

Cash and cash-equivalent accounts under Milestones Financial Planning, LLC's management are included in calculating your account value. Investment advisory account fees are payable **quarterly in advance** of each calendar quarter. In the event that an account is open for less than an entire calendar quarter, the Advisor's fee will be prorated for the period that the account is open. If the account is terminated before the end of the quarter, the Client's prorated fee for the remainder of the quarter will be refunded by the Advisor as of the date of termination.

Example of investment fee calculation on household assets of \$200,000 for the second quarter:

$$\$200,000 \times .01 \times (91/365) = \$498.63$$

**Other overriding fee arrangements different from the above schedule:** *(If none, please state "none" in the spaces provided below.)*

Fixed fee in the amount of: \_\_\_\_\_

Hourly fee in the amount of: \_\_\_\_\_

Other comments related to the fee arrangement: \_\_\_\_\_

**Agreed to:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Client Name: \_\_\_\_\_

Milestones Financial Planning, LLC Representative

\_\_\_\_\_ Date \_\_\_\_\_

## About You

**Please provide only the information we do not already have on file for you**

Your name \_\_\_\_\_ | Spouse/Significant Other (or n/a) \_\_\_\_\_

Married  | Single  | Divorced  | Widowed  Engaged  | Life Partner

Home address \_\_\_\_\_

Best options to reach you:  Cell # \_\_\_\_\_ |  Work # \_\_\_\_\_ |  Home # \_\_\_\_\_

**Time & day(s)** \_\_\_\_\_ |  home email \_\_\_\_\_ |  work email \_\_\_\_\_

Date of birth \_\_\_\_\_ | SSN \_\_\_\_\_

# of dependents + age of each, (not including you) \_\_\_\_\_

Employer \_\_\_\_\_

Work address \_\_\_\_\_

Do you use social media:  Y |  N Facebook |  Y |  N Blog |  Y |  N Twitter @ \_\_\_\_\_

**For Fox & Co CPAs' clients only:** Does your account manager have permission to access this information?  Y |  N

Do you have investment accounts at other firms?  Y |  N (This question is for *planning* purposes only)

## Investment Profile\*

### Investment experience

Stocks	Bonds	Options	Annuities	UITs	Mutual funds
<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None
<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> Less than 5 years
<input type="checkbox"/> 5 – 10 years	<input type="checkbox"/> 5 – 10 years	<input type="checkbox"/> 5 – 10 years	<input type="checkbox"/> 5 – 10 years	<input type="checkbox"/> 5 – 10 years	<input type="checkbox"/> 5 – 10 years
<input type="checkbox"/> Over 10 years	<input type="checkbox"/> Over 10 years	<input type="checkbox"/> Over 10 years	<input type="checkbox"/> Over 10 years	<input type="checkbox"/> Over 10 years	<input type="checkbox"/> Over 10 years

### Annual Income

\$0 - \$49,000  
 \$50,000 - \$99,999  
 \$100,000 - \$199,999  
 \$200,000 - \$499,999  
 \$500,000 - 999,999  
 \$1,000,000 - 2,499,999  
 \$2,500,000 +

### Approximate Net Worth (excluding residence)

\$0 - \$49,000  
 \$50,000 - \$99,999  
 \$100,000 - \$199,999  
 \$200,000 - \$499,999  
 \$500,000 - 999,999  
 \$1,000,000 - 2,499,999  
 \$2,500,000 +

### Approx. Liquid Net Worth (cash, stocks, etc.)

\$0 - \$49,000  
 \$50,000 - \$99,999  
 \$100,000 - \$199,999  
 \$200,000 - \$499,999  
 \$500,000 - 999,999  
 \$1,000,000 - 2,499,999  
 \$2,500,000 +

\*The SEC and FINRA require that we obtain the above information for our files

## In General

Will you need to write checks on this account?  Y |  N

Do you use a budget in your household?  Y |  N | If "Y", who handles it? \_\_\_\_\_

Do you have a current will?  Y dated \_\_\_\_\_

Do you have a healthcare proxy for each state in which you spend time?  Y |  N

Do you have any current Powers of Attorney in effect?  Y |  N

Are you interested in learning more financial planning and whether it could benefit you?  Y |  N

# Risk Assessment

## Time Horizon

Your current situation and future income needs

1. What is your current age?
  - Less than 45
  - 45 to 55
  - 56 to 65
  - 66 to 75
  - Older than 75
2. When do you expect to start drawing income?
  - Not for at least 20 years
  - In 10 to 20 years
  - In 5 to 10 years
  - Not now, but within 5 years
  - Immediately

## Long-Term Goals and Expectations

Your views on how an investment should perform over the long term.

3. What is your goal for this investment?
  - To grow aggressively
  - To grow significantly
  - To grow moderately
  - To grow with caution
  - To avoid losing money
4. Assuming normal market conditions, what would you expect from this investment over time?
  - To generally keep pace with the stock market
  - To slightly trail the stock market, but make a good profit
  - To trail the stock market, but make a moderate profit
  - To have some stability, but make a modest profit
  - To have a high degree of stability, but make a small profit
5. Suppose the stock market performs unusually poorly over the next decade, what would you expect from this investment?
  - To lose money
  - To make very little or nothing
  - To make out a little gain
  - To make a modest gain
  - To be little affected by what happens in the stock market

## Short-Term Risk Attitudes

Your attitude toward short-term volatility

6. Which of these statements would best describe your attitudes about the next three years' performance of this investment?
  - I don't mind if I lose money
  - I can tolerate a loss
  - I can tolerate a small loss
  - I'd have a hard time tolerating any losses
  - I need to see at least some return
7. Which of these statements would best describe your attitudes about the next three months' performance of this investment?
  - Who cares? One calendar quarter means nothing
  - I wouldn't worry about losses in that time frame
  - If I suffered a loss of greater than 10%, I'd get concerned
  - I can only tolerate small short-term losses
  - I'd have a hard time stomaching any losses

## Code of Ethics for Milestones Financial Planning, LLC

In the world of financial services, the CFP<sup>®</sup> designation is the only one that demands strict adherence to a professional Code of Ethics specific to the practice of financial planning. The Advisor is also a member of the Financial Planning Association ("FPA"), which also includes a mandate that members adhere to the same Code of Ethics that reflect their commitment to help clients achieve their life goals. As a CFP<sup>®</sup> professional and a member of the FPA, MFP's Code of Ethics is based upon the same seven Principles, as follows:

- **Integrity:** Milestones Financial Planning, LLC and its Advisors shall offer and provide professional services with integrity.
- **Objectivity:** Milestones Financial Planning, LLC and its Advisors shall be objective in providing professional services to clients.
- **Competence:** Milestones Financial Planning, LLC and its Advisors shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- **Fairness:** Milestones Financial Planning, LLC and its Advisors shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- **Confidentiality:** Milestones Financial Planning, LLC and its Advisors shall not disclose any confidential client information without the specific consent of the client unless in response to proper legal process, to defend against charges of wrongdoing, or in connection with a civil dispute between the firm/Advisor and the client.
- **Professionalism:** The conduct of Milestones Financial Planning, LLC and its Advisors shall in all matters reflect credit upon the profession.
- **Diligence:** Milestones Financial Planning, LLC and its Advisors shall act diligently in providing professional services.

**Milestones Financial Planning, LLC will provide a copy of its code of ethics to any client or prospective client upon request.**



907 Paris Road, Ste B  
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phone: 270.247.0555  
fax: 270.247.2080  
toll free: 800.991.2721  
www.milestonesfp.com

*Dream it...Plan it...Live it!*

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## Disclosures

Milestones Financial Planning, LLC ("MFP") is an Investment Advisor firm registered in the state of Kentucky. Based in Mayfield, Kentucky, MFP is owned and operated by Johanna Fox Turner, CPA, CFP<sup>®</sup>, RLP<sup>®</sup> and serves a diverse client base. Milestones Financial Planning provides independent fee-only financial life planning services, along with investment advisory services.

As a Fee-Only financial planning firm, MFP seeks to coordinate support among clients' tax, legal, insurance, and real estate advisors. MFP also offers tax, retirement, education, and estate planning services.

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## Privacy Policy

A primary client goal of Milestones Financial Planning, LLC is to protect your privacy. To conduct regular business, we may collect nonpublic personal information from sources such as:

- Information reported by you on applications or other forms you provide to us
- Information about your transactions with us or others

MFP shares nonpublic information solely to service our client accounts. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as required or permitted by law.

To serve our clients, we may disclose the information below regarding customers and/or former customers, as necessary, to companies and financial institutions to perform certain services on our behalf, with our clients' permission and/or as required by law.

- Information MFP receives from clients on applications (name, social security number, address, assets, etc.)
- Information about client transactions with MFP or others (account information, payment history, etc.)
- Information regarding other assets & liabilities, insurance policies, and legal documents.

At times, we may disclose nonpublic personal information to affiliated third parties. We may share any of the information that we collect as described above. With your permission, we may disclose nonpublic personal information about you to the following types of affiliated third parties:

- Financial service providers such as mortgage brokers, insurance companies, or broker dealers
- Insurance agents, financial planning support resources, accountants, attorneys and other professionals based upon the work that our clients have asked us to perform.

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## Information Safeguarding

Milestones Financial Planning, LLC will internally safeguard your nonpublic personal information by restricting access to only those employees who provide services to you or those who need access to your information to service your account. In addition, we will maintain physical, electronic, and procedural safeguards that meet federal and/or state standards to guard your nonpublic personal information. These safeguards include file shredding, secure offsite backup, passwords, and encrypted websites, as well as physically securing our office files and client information.



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## Fee Schedule

All clients sign either an Investment Management Agreement or an Engagement Letter for non-investment services, which details the services to be provided by Milestones and the associated fees prior to the beginning of any service(s). *All fees are negotiable.*

### For Investment Advisory Accounts

Milestones has a \$10,000 minimum assets under management (AUM) balance. This minimum can be waived at the Advisor's discretion.

<u>Account Value</u>	<u>Option One</u>	<u>Option Two</u>
\$10k - \$100k	1.50%	1.00%
\$100k - \$500k	1.00%	0.75%
\$500k - \$1M	0.75%	0.50%
\$1M and up	0.50%	0.40%

Financial life planning clients *only* qualify for reduced fees under Option Two in the Fee Schedule above for a one year period, unless the client elects to continue with succeeding year(s) planning.

Fees are payable in advance at the beginning of each quarter based upon the market value of the account on the last day of the prior quarter (3/31, 6/30, 9/30, 12/31) as calculated by the custodian. Partial periods are prorated. Accounts are aggregated in each household in order to give clients a lower fee breakpoint.

*Example of management fee calculation on household assets of \$200,000 for the second quarter:*

$$\$200,000 \times 1\% \times (91/365) = \$498.63$$

### For Financial Planning

Financial Planning services are fixed fee based. The rate charged depends upon the nature and complexity of each client's circumstances. The minimum fee is \$2,500 with charges typically ranging from \$2,500 to \$5,000. Rates for succeeding years are generally priced at ½ of the initial plan fee and are negotiable at the discretion of Milestones Financial Planning.

### For Hourly Consultations

Rates are as follows:

- Clients with a balance of \$50,000+ of assets under management: **\$150/hour**
- Clients of Fox & Company, CPAs, Inc.: **\$150/hour**
- All other clients: **\$200/hour**

**Firm Brochure**  
(Part 2A of Form ADV)  
**COVER PAGE**



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Johanna Fox Turner, CPA, CFP<sup>®</sup>, RLP<sup>®</sup>, Owner/Member

[advisor@milestonesfp.com](mailto:advisor@milestonesfp.com)

Date of this brochure: January 16, 2012

This brochure provides information about the qualifications and business practices of MILESTONES FINANCIAL PLANNING, LLC. If you have any questions about the contents of this brochure, please contact us at 270/247.0555 or [advisor@milestonesfp.com](mailto:advisor@milestonesfp.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. Registration as an investment Advisor representative does not imply a certain level of skill or training.

Additional information about Milestones Financial Planning, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this website by our unique number known as a CRD number. Our CRD number is 151629.

## Item 2: Material Changes

Milestones Financial Planning, LLC (“MFP”) last updated its brochure on June 30, 2011. Material changes since that date are as follows:

- MFP is a registered investment advisor in Tennessee.
- MFP has imposed a \$10,000 asset under management (AUM) minimum balance. This minimum can be waived at the Advisor’s discretion.
- The client’s Investment Management Agreement entitles investment clients up to one hour per quarter of financial advice from the Advisor, Johanna Fox Turner, CPA, CFP®, RLP. This advice includes conversations and planning regarding income taxes, estate planning, retirement, education, or any other areas typically encompassed by the advice given by a CERTIFIED FINANCIAL PLANNER®. This time does not accrue from quarter to quarter.

Should the client need more comprehensive advice that the Advisor estimates will last beyond one hour, she will discuss the prospective services with the client and prepare an Engagement Letter for the client’s signature detailing the proposed services. Investment management clients with a minimum of \$50,000 of AUM will be billed \$150/ hour for consulting services, which is a 25% discount over the regular hourly rate of \$200/hour.

- Changes to the Investment Management Fees found in Item 5: Fees & Compensation.
  - Milestones Financial Planning, LLC no longer assesses finance charges.
  - Clients are expected to pay for financial life planning and hourly consultant services at the time of delivery or as outlined in the client’s engagement letter.
  - Investment management and advisory service clients will have quarterly fees automatically deducted from their investment accounts unless other arrangements have been made.
- Effective January 3, 2012, our custodian, TradePMR, Inc., will apply the \$19.95 transaction fee to any mutual fund transaction below \$200 regardless of whether the mutual fund is listed as a no transaction fee (NTF) fund. MFP will make every effort to avoid these transactions fees without compromising the client’s investment results.

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us at (270) 247-0555 or by e-mail at [advisor@milestonesfp.com](mailto:advisor@milestonesfp.com).

### Item 3: Table of Contents

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## Item 4: Advisory Business

Milestones Financial Planning, LLC (“MFP”), a financial life planning and investment advisory business, was established in October 2007. Johanna Fox Turner (Advisor), as the sole Member (owner), sat for and passed the Certified Public Accountant exam in 1979 and the CERTIFIED FINANCIAL PLANNER™ exam in 2006.

### **TYPES OF SERVICES OFFERED**

- **Financial life planning services** use the “life planning” approach developed by the [Kinder Institute](#). Financial life planning is a holistic form of financial planning that begins with an exploration of clients’ dreams, goals, and aspirations through discussions and a series of questionnaires. The plan is developed by incorporating these results into relevant financial data and other information drawn from conversations with the clients. Ms. Turner then assists clients by monitoring their progress for six months following the presentation of the plan. During this timeframe, additional meetings are provided to assist with the implementation process.

Ms. Turner earned her Registered Life Planner designation in 2009.

Financial life planning clients may or may not use Milestones for investment advice and management.

- **Investment management and advisory services** are strictly “Fee-Only™”. As a member of [NAPFA](#) (National Association of Professional Financial Advisors), the Milestones team has pledged to receive *no* commissions, rebates, finder’s fees, bonuses or any other form of compensation from others as a result of a client’s implementation of planning or investment recommendations. As a Fee-Only™ advisor, Milestones is compensated solely by the client as described under [Item 5: Fees and Compensation](#).

MFP has a fiduciary obligation to act in the best interest of its clients and has taken a fiduciary pledge to do so. Our fiduciary pledge has been incorporated into our engagement letter and investment management agreement.

Asset management services are provided on a discretionary basis. Individual client’s needs, expectations and risk tolerance are determined through meetings and questionnaires. Based upon this data, investment portfolios are developed using no-load mutual funds. The Advisor purchases and holds individual bonds and shares of stocks at the direction of the client only and will hold existing shares owned by the client. Clients are allowed to place restrictions on the types and quantities of investments in their portfolios.

As part of the investment management fee, clients have access to the services of a CPA/CFP® for occasional tax and financial planning meetings outside of investment management reviews. Such meetings can last up to one hour per quarter and can be by phone, email, or at the Advisor’s office. There is no minimum AUM requirement for the client to receive this advice and the available time does not accrue from quarter to quarter.

Should an investment client request a specific service, such as a formal financial life plan, estate planning, or other financial planning services that are projected to last longer than one hour per meeting, the Advisor will discuss the services with the client. Clients who wish to proceed will receive, for approval, an engagement letter stating that services will be billed at the applicable financial planning service rates or hourly rates as outlined under [Item 5: Fees and Compensation](#).

- **Hourly consultation** is typically used by clients seeking advice for a defined need such as estate planning, expert witness, guidance in divorce proceedings, etc.

#### **OTHER INFORMATION**

- There is no charge for the initial consultation in order to give the Advisor and the client an opportunity to assess whether Milestones' services are appropriate for the client's situation.
- The Advisor also advises as to the applicability of alternative assets such as closely-held businesses and real estate as part of the investor's long-term investment strategy.
- As the monthly columnist for the [Four Rivers Business Journal](#), the Advisor writes general purpose financial planning columns which do not report on or recommend specific investments. The Advisor is paid a nominal amount for writing these articles.
- The Advisor writes a monthly e-newsletter with educational and general interest material to clients and prospects.

As of December 31 2011, MFP managed \$6,100,000 on a discretionary basis.

### **Item 5: Fees and Compensation**

All clients sign either an Investment Management Agreement or an Engagement Letter for non-investment services, which details the services to be provided by Milestones and the associated fees prior to the beginning of any service(s). *All fees are negotiable.*

- **Financial life planning services** are provided in a fixed price agreement, under which both the client and the Advisor agree to the total cost of the service prior to beginning any work. The fee is billed over a three month period and clients are never invoiced for services six months or more in advance. The fee for financial life planning agreements depends upon the nature and complexity of the clients' circumstances. Minimum fees typically begin at \$2,500. Clients have the option to extend financial life planning services to subsequent years at half the initial engagement fee. In some situations, clients may have the option to pay the full invoice in advance in order to receive a 5% discount, but only if services are projected to be delivered in six months or less.
- **Investment management** fees range from 0.50% to 1.50% per year based upon the assets under management (AUM), see *Fee Schedule* below. Milestones has a \$10,000 minimum AUM balance. This minimum can be waived at the Advisor's discretion.

Clients include individuals and company-sponsored plan participants. Fees are payable in advance at the beginning of each quarter based upon the market value of the account on the last day of the prior quarter (3/31, 6/30, 9/30, 12/31) as calculated by the custodian. Partial periods are prorated. Accounts are aggregated in each household in order to give clients a lower fee breakpoint.

Financial life planning clients *only* qualify for reduced fees under Option Two in the Fee Schedule below. The reduced fee is applicable for a one year period unless the client elects to continue with planning in succeeding years.

<b>Fee Schedule</b>		
Account Value	Option One	Option Two
\$10k - \$100k	1.50%	1.00%
\$100k – \$500k	1.00%	0.75%
\$500k – \$1M	0.75%	0.50%
\$1M and up	0.50%	0.40%

*Example of management fee calculation on household assets of \$200,000 for the second quarter:*

$$\$200,000 \times 1\% \times (91/365) = \$498.63$$

*Example of prorated management fee calculation on new account deposit of \$200,000 on 3/15:*

$$200,000 \times 1\% \times (16/365) = \$87.67$$

Clients may elect to have their management fees deducted directly from their investment account(s) or to be billed directly. To promote transparency, billing statements are provided to clients detailing how management fees are calculated.

When researching mutual funds, MFP’s goal is to seek out high quality, appropriate mutual funds with low expense ratios. While MFP uses only no-load mutual funds, some funds incur a \$19.95 fee at purchase or sale which is paid to the custodial firm, TradePMR. In addition, some funds assess a redemption charge for liquidations within a certain time frame. For example, a fund may have a 2% redemption fee if it is sold within 30 days of purchase. Milestones makes every effort to avoid these sales charges and redemption fees without compromising the client’s investment results.

- **Hourly consultation** is payable after each appointment unless prior arrangements have been made. Rates are as follows:

Clients with a balance of \$50,000+ of assets under management: **\$150/hour**

Clients of Fox & Company, CPAs, Inc.: **\$150/hour**

All other clients: **\$200/hour**

- **Termination of services and refunds:** You have the right to terminate the agreement within 5 business days of execution of the client’s investment management agreement/engagement letter without penalty and will be given a full refund of any prepaid fees. You have the right to cancel the agreement at any time by giving us 10 days’ written notice. We also may cancel this agreement at any time by written notice to you. Our authority under this agreement will remain in effect until you change or cancel it in writing.

Upon termination, the client is entitled to a refund of any fees paid and not utilized. The advisor allows the client wide latitude in determining the refund amount for financial life planning services. Investment management and advisory service fee refunds will be prorated as of the termination date.

- As described under “**Investment management and advisory services**” above, investment management clients receive up to one hour of financial planning advice per quarter without charge and the available time does not accrue from quarter to quarter.

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

Milestones does not accept performance-based fees or fees based upon a share of capital gains on or capital appreciation of the client’s assets.

## **Item 7: Types of Clients**

Milestones provides investment management and advisory services to:

- Individuals
- Pension and profit sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

Milestones has a \$10,000 minimum AUM balance which can be waived at the Advisor’s discretion.

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

### ***A. METHODS OF ANALYSIS***

Milestones uses information garnered from various resources when researching and choosing appropriate investments for clients. Mutual funds are typically held for a minimum of six months to one year in pre-tax accounts and a minimum of one year in taxable accounts. A fund may be sold before that time at the request of the client or if information the Advisor considers critical when choosing specific funds changes in a way that she believes could significantly impact future investment results of the fund.

Information about the mutual funds reviewed and that the Advisor considers critical to a fund's success includes:

- The manager's background and length of time with the fund
- The costs of the fund
- The turnover of the fund
- The returns of the fund over the past 1, 3, 5, and 10 years as compared to appropriate benchmarks
- The appropriateness of the fund based upon the client's risk tolerance, time horizon, and planned use of account proceeds.
- Information provided in fund analysts' reports, including those published in Morningstar and by other writers who have been vetted by the Advisor.

The Advisor also considers individual requests of the client, such as preference for investments in specific sectors, industries, and alternative investments.

## ***B. INVESTMENT STRATEGIES***

**Asset Allocation:** Our primary investment strategy is to focus on properly allocating the client's assets. Asset allocation aims to balance risk and reward by apportioning portfolio assets according to the client's individual goals, risk tolerance and investment horizon. We believe that asset allocation is one of the most important decisions that investors make. Our philosophy is that the selection of individual investments is less important than the way an investor allocates the investments into stocks, bonds and cash. We believe that the percentage allocation into each category will be the principal determinant of a client's investment results.

The decision on setting the proper asset allocation is made based on an initial series of discussions with the client. These discussions may occur via face-to-face meetings, telephone conferences or through electronic communications the client has with us.

The asset allocation we recommend is based on a combination of factors important to the client. These include:

- Age of the client
- Income distribution needs
- Length of the client's investment horizon
- The client's risk tolerance profile and investing personality.

**Diversification:** We seek to diversify the types of investments in a client account. This is part of the asset allocation approach described above. Diversification is a risk management technique that mixes a wide variety of investments within a portfolio. The rationale behind this technique is that a portfolio of different kinds of investments will yield higher returns over time. The diversified portfolio is also expected to pose a lower risk than any individual investment found within the portfolio. Diversification strives to smooth out unsystematic risk events in a portfolio so that the positive performance of some investments will neutralize the negative performance of others. Therefore, the

benefits of diversification will be effective only if the investments in the portfolio are not perfectly correlated.

**Modern Portfolio Theory (“MPT”):** We incorporate the principles of MPT into our client accounts. MPT is a theory on how risk-averse investors can construct portfolios to optimize or maximize expected return based on a given level of market risk.

The theory emphasizes that risk is an inherent part of higher reward. MPT is related to the strategy of diversification. MPT holds that *specific stock risk* can be diversified away by building portfolios of assets whose returns are not correlated to one another. Proponents of MPT believe that only true *diversification* reduces risk. They believe that an investor who holds different assets that move in the same direction does *not* lower risk. Diversification reduces risk only when an investor combines assets whose prices move inversely (or at different times) in relation to one another.

In summary, by using the concepts of MPT and diversification, we focus on the relationship of **all** the investments in a client’s portfolio rather than placing primary emphasis on a single individual holding.

### **C. RISK OF LOSS**

All investment strategies have risks to the client. We focus on the management of those risks. Our investment approach reflects this focus. But clients must be aware that the following investment risks cannot be managed:

- **Interest-Rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, the market value (price) of bonds will decline. This is because the yields on existing bonds become less attractive.
- **Inflation Risk:** Purchasing power erodes as the rate of inflation increases. When inflation grows, the value of a currency (such as the dollar) will not be as valuable as it had been in a lower inflationary environment.
- **Market Risk:** Also known as “systematic risk” or “un-diversifiable risk”. This risk cannot be diversified away. The price of an investment may decline in reaction to external events or conditions which are independent from that investment’s underlying fundamental value. For example, political, economic or social events or conditions may trigger market responses which can cause declines.
- **Currency Risk:** Foreign investments in particular are susceptible to fluctuations in the value of the U.S. dollar versus the currency of another country in which the investment is held. This is also known as “exchange rate risk”.
- **Reinvestment Risk:** This is the risk that proceeds from current investments must be reinvested at lower interest rate in the future, thus lowering the rate of return. This pertains mostly to fixed income investments—such as bonds or certificates of deposit.
- **Business Risk:** These are risks associated with a particular industry or company within an industry.

## **Material Risks Involved in Mutual Fund Investing**

We invest client assets in no-load or load-waived mutual funds. All of the material risks discussed above applies to mutual funds and to individual securities. Investing money in mutual funds does not protect an investor from these risks.

Some of the mutual funds we use are more conservative than the overall stock market. This is because the fund includes fixed income or cash holdings. This means that the client may not earn as high a return on the investment as they would earn if they were in a different investment, for example, an individual stock.

Some of the mutual funds we use may be more risky or have higher volatility than the overall stock market. This is because the fund managers may purchase companies that are more risky than other companies with the hope that the price of these riskier companies will rise faster. This means that the client may lose more money on their investment than they would have lost if they were in either an individual stock or in a more conservative mutual fund.

Mutual funds of bonds are subject to potentially greater interest-rate risk as defined above. They are also subject to loss of principal value.

Mutual funds that are priced at the end of the trading day are called “open-end” funds. They cannot be purchased or sold during trading hours. This means that the client may not be able to quickly buy or sell a fund for a price other than the closing price on that particular day. The market may decline significantly within the trading day and the client will not be able to sell the shares of the mutual fund until the trading day ends. The market may increase significantly within the trading day and the client will not be able to buy the shares of the mutual fund until the trading day ends. These are additional risks the client faces.

The mutual fund companies charge fees for owning their funds. These fees include operating expense fees and transaction fees which the third-party custodian sometimes charges. See TradePMR Transaction Fees Table on page 12 under “[Brokerage Practices](#)” for more information.

We may invest client assets in index funds. These are mutual funds constructed to match or track the components of a market index, such as the Standard & Poor's 500 Index (S&P 500). An index mutual fund provides broad market exposure. Those that strictly track the stock market have no fixed income exposure. Therefore, they may be more volatile than most managed no-load or load-waived mutual funds. Index funds track the market index almost precisely. This results in losses nearly identical to the market index during market declines.

## **Item 9: Disciplinary Information**

Milestones Financial Planning, LLC and its advisors have not been involved in any administrative, legal, or disciplinary actions and there are no actions pending.

## **Item 10: Other Financial Industry Activities and Affiliations**

Ms. Turner is 90% shareholder of Fox & Company CPAs, Inc., which is located in the same building as Milestones. Clients of the accounting firm are aware of the relationship and may choose to use MFP for investment advisory services and vice versa. There are no formal arrangements in place between the firms.

Unless the client gives specific permission, Milestones does not share client information with employees of Fox & Company CPAs, Inc. and vice versa.

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

### **A. CODE OF ETHICS**

In the world of financial services, the CFP® designation is the only one that demands strict adherence to a professional Code of Ethics specific to the practice of financial planning. Ms. Turner is a member of the Financial Planning Association (FPA™) and the National Association of Personal Financial Advisors (NAPFA™), both of which include a mandate that members adhere to a Code of Ethics reflecting their commitment to help clients achieve life goals.

Milestones Financial Planning, LLC's Code of Ethics is as follows:

- *Integrity:* MFP and its Advisors shall offer and provide professional services with integrity.
- *Objectivity:* MFP and its advisors shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- *Fairness:* MFP and its advisors shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and will disclose conflict(s) of interest in providing such services.
- *Confidentiality:* MFP and its advisors shall not disclose any confidential client information without the specific consent of the client unless in response to a proper legal process, to defend against charges of wrongdoing, or in connection with a civil dispute between the MFP or the Advisor and the client.
- *Professionalism:* The conduct of Milestones Financial Planning, LLC and its advisors shall in all matters reflect credit upon the profession.
- *Diligence:* MFP and its advisors shall act conscientiously in providing professional services.

Milestones Financial Planning, LLC will provide a copy of its code of ethics to any client or prospective client upon request.

**B. INTEREST IN CLIENT TRANSACTIONS and PERSONAL TRADING**

We do not recommend to clients any investment or security in which we or a “related person” have a material financial interest.

Milestones does not buy or sell securities for its own account in the LLC. Related persons may invest in securities for their personal accounts identical to or different than those recommended to MFP clients. It is Milestones’ policy that no person employed or contracted by the firm will put his or her own interest above that of our clients. Related persons assume personal responsibility for their personal investment choices.

The purchase of identical funds for clients and firm personnel could result in a conflict of interest; therefore, firm personnel will not trade ahead of the client. TradePMR, Inc. is a third-party custodian that works strictly with investment advisors and maintains electronic records of clients’ financial assets and has physical possession of those funds.

**Item 12: Brokerage Practices**

Milestones has entered into an arrangement with TradePMR, Inc. to provide custodial and execution services for investment management clients with no additional charges to MFP or our clients.

As mentioned previously, TradePMR Inc. may assess a transaction fee to cover trading expenses, specifically on funds identified as “Transaction Fee” or for any mutual fund transaction below \$200 regardless of whether the fund is listed as a No Transaction Fee (NTF) fund. These fees are assessed at the time of trade and paid through the client’s investment account. MFP does not receive any monies from these fees.

TradePMR, Inc. Transaction Charges as of 12/1/2011	
Transaction fee no-load mutual funds	\$19.95
Equities	\$19.95
Bonds	\$50 - \$75

TradePMR does business only with financial advisors; therefore the general public cannot open an account except through an affiliated financial advisor. In exchange for using TradePMR’s custodial services, MFP clients are provided access to account information and receive:

- Trade confirmations
- Investment account statements (at least quarterly), and
- Annual tax reporting forms.

MFP receives no tangible benefits from TradePMR as a result of this relationship.

## **Item 13: Review of Accounts**

Milestones Financial Planning provides ongoing discretionary investment advice. The advice provided is based upon the Investment Management Agreement the client executes. Each client account is individually monitored for:

- Changes in investment performance
- Managerial changes in funds held
- Reinvestment of income or capital gains
- Coordination with tax and estate planning
- Required client withdrawals and distributions.

### **A. PERIODIC REVIEW OF CLIENT ACCOUNTS**

Johanna Fox Turner personally reviews each account with the client on a regular and ongoing basis (at least annually). The portfolio performance is compared with the client's expectations using any of the following methods to conduct the review:

- Face-to-face meeting
- E-mail
- Telephone conference
- Written correspondence combined with any of the other methods.

The review is used to aid the client in updating their specific individual investment needs and to assess the continued appropriateness of the client's investment objective and asset holdings.

Account reviews may be performed more frequently than once per year. Reviews may increase when market conditions dictate. A client may request a review at any time and for any reason.

### **B. OTHER TRIGGERS FOR REVIEW**

Other circumstances may generate a review. These might include client-impacted changes in the tax laws, new information about a significant holding, a deposit of substantial new money by the client (including the opening of a new account), withdrawal of substantial funds from the account, or changes in a client's financial or personal circumstances.

The client is responsible to advise us if their circumstances have changed in a way that requires us to change how we manage the account. The client may change the stated investment objective at the annual meeting. They may also do so at any other time by notifying us in writing.

Clients are encouraged to email or call to establish an appointment to discuss their accounts. Otherwise, the Advisor contacts clients as follows:

- Quarterly by email: these contacts are informal comments regarding account activity and results.

- Annually: the purpose of these contacts is to update the Investment Management Agreement, have client complete an annual risk profile update, and to answer any questions the client might have. These meetings may be by email, phone, or in person, per the client's stated preferences. The risk profile gathers additional information on the investment experience, income and net worth, risk tolerance, any significant changes since the last review, and changes in the intended use of investments.

## **Item 14: Client Referrals and Other Compensation**

Milestones welcomes referrals from business associates and happy clients but does not compensate referral sources or accept compensation for referrals to other professionals or firms.

As a Fee-Only™ NAPFA-member firm, MFP has no financial relationship with anyone other than clients and does not participate in any programs that provide a financial incentive for referrals, use of a product, purchase of financial products, etc.

## **Item 15: Custody**

*We do not take custody or possession of any client funds. We have no right to withdraw any client funds except when authorized in writing by the client for the quarterly deduction of advisory fees.*

All client assets are held at an independent third-party custodian, TradePMR, Inc., headquartered in Gainesville, FL.

Depending upon the level of account activity, clients will receive monthly or quarterly statements from our custodian, TradePMR, Inc. Trade confirmations are provided by TradePMR, Inc. to clients as transactions occur.

TradePMR, Inc. provides the clients with a choice to receive these documents by mail or electronically. If the client chooses to have trade confirmations mailed, TradePMR, Inc. will charge \$2.50 for each trade confirmation; however, electronically-delivered trade confirmations are free of charge. There are no fees to have account statements mailed to the client.

Clients are able to change their delivery preferences at any time through TradePMR's Online Access client web-portal.

Milestone provides clients with itemized billing statements that detail the fee calculations. We urge clients to review carefully all custodian statements and our billing statements for accuracy.

## **Item 16: Investment Discretion**

The client gives us (and we accept) discretionary authority to manage the account under the terms of the signed Investment Management Agreement. Additionally, clients may provide Milestones

with discretionary authority to invest the funds that they place with TradePMR in the following ways:

- In written communications, and
- Amending the Investment Management Agreement

Discretionary authority means that we have the authority to determine the securities to be bought or sold and the amount of the securities to be bought or sold without obtaining specific client consent. The term “securities” includes (but is not limited to) mutual funds, individual equities, individual bonds or any other financial instrument.

Clients maintain the full authority to limit MFP in the purchase and sale of investments.

### **Item 17: Voting Client Securities**

Proxy materials are delivered from the custodian to the client. The client may elect to have any proxy material mailed to his/her address of record or delivered electronically. Milestones and its advisors do not vote client securities and do not advise clients upon how to vote.

### **Item 18: Financial Information**

Milestones does not solicit prepayment of more than \$500 in fees per client, six months or more in advance; therefore, MFP is not required to submit a balance sheet for review.

Milestones maintains a minimum of \$10,000 in equity at all times and is fully capable of meeting all contractual commitments to clients.

### **Item 19: Requirements for State-Registered Advisors**

#### ***A. Principal Officers and Management***

##### Johanna Fox Turner, Member/Owner, Investment Advisor Representative

- Graduated David Lipscomb College (now University) Magna Cum Laude (co-Valedictorian) in 1979
- Passed CPA exam 1979; Kentucky license #4582
- 30 years as a Certified Public Accountant, mostly as a CPA business owner
- Passed CFP exam 2006; license #119999
- Obtained Registered Life Planner certification, 2009

##### Michelle Joudrey Neiswender, Investment Advisor Representative

- Bachelors in Business Administration with a minor in Business Law, California State University Northridge, Cum Laude in 1999
- Master of Business Administration, Murray State University in 2010
- Passed Series 65 Investment Advisor Representative exam in 2011
- Certified Financial Planning Program, College for Financial Planning, present

***B. Other Business Activities***

Milestones Financial Planning, LLC is not engaged in any business activities other than providing financial life planning and investment advisory services. The owner and principal member of Milestones Financial Planning, LLC, Johanna Fox Turner, is actively engaged in other business activities (see next paragraph). A discussion of potential conflicts of interests is found on page 10, "[Other Financial Industry Activities and Affiliations](#)".

As mentioned previously, Johanna Fox Turner is 80% shareholder of Fox & Company CPAs, Inc., which is located in the same building as Milestones. Ms. Turner spends 5 – 10 hours per week in the accounting business, except during "tax season" (February 1 – April 15), when she devotes 25 – 30 hours per week to income tax review, client meetings, and other requirements of the business.

Excerpted from  
*The Seven Stages of Money Maturity*  
Copyright © 1999 by George Kinder

The roots of Financial Life Planning lay within this George Kinder's groundbreaking book on money maturity. The below summary explains the stages we, as adults, must pass through as we journey to a peaceful, confident, joyful relationship with money and finances. Registered Life Planners® are professionally trained to help you reach money maturity.

## THE TWO STAGES OF CHILDHOOD

- **Innocence** – represents the beliefs, thoughts, stories, attitudes, and assumptions about money we hold onto for dear life no matter how fiercely the world works to remind us of their untruth.
- **Pain** – a rude awakening from innocence that is often the seat of conflict, guilt, and shame. We make two fundamentally painful discoveries about money: the first is that each of us is richer than some people yet poorer than others. The second is that we will have to work to get money for the things we want. As we move into adulthood, we relearn these painful lessons again and again.

**Most of us “recycle” between Pain and Innocence in a way that prevents us from moving toward Money Maturity. However, we *can* use Pain’s warning signal to our deeper self and its related discomfort to wake ourselves up.**

## THE THREE STAGES OF ADULTHOOD

- **Knowledge** – while filled with practical things like budgets, taxes, and investments, this stage is actually rooted in virtue and integrity. While Knowledge is the most difficult area for people to assimilate, it is the place where power resides. It begins at the point where we translate our desire for freedom into concrete goals and commit ourselves to achieving them. The decision to act always with integrity forms the only healthy basis from which we can approach the universe of information and Knowledge about money.
- **Understanding** – teaches us how to achieve peace in the midst of the anxiety, stress, and suffering that arise from money issues. Beneath many difficult financial situations lie unbearable feelings about money such as envy, greed, shame, humiliation, and guilt. Resolving these emotions makes it possible for us to act effectively.
- **Vigor** – enables us to find what constitutes freedom for us in the world of money. Vigor centers on discovering purpose in life and putting one’s energy into accomplishing that purpose. It concerns authority in the sense of “authoring” our own lives.

**Vision and Aloha are strongly related, the first stage being more external, the second more internal.**

## THE TWO STAGES OF AWAKENING

- **Vision** – is all about seeing. It directs our sense of life purpose beyond ourselves toward the health and welfare of our communities. Personal gain may be mixed in, yet the perspective of the whole is the driving force. With Vision, we understand further that money is a conduit through which our souls flow into the world. We understand that nothing really belongs to us, even what we conventionally call “I, me, or mine”.
- **Aloha** – conveys kindness, generosity, at-one-ness, and compassion. We know both the limitations and power of money, yet money no longer agitates us. Aloha does not arise from clinging to childhood messages about generosity. Rather, it is the natural consequence of facing the world as it is and connecting wholly, deeply, and truthfully with its reality.

*Milestones Financial Planning, LLC*

907 Paris Road, Ste B | Mayfield, KY 42066 | P: 270.247.0555 | F: 270.247.2080 | [www.milestonesfp.com](http://www.milestonesfp.com)

## *Could FINANCIAL LIFE PLANNING make a difference for you?*



- ☀ Do you ever wonder if your life is going in the 'right' direction?
- ☀ Are there past mistakes you feel are 'unfixable'?
- ☀ Are your dreams buried under obligations?
- ☀ Do you know what you want to do at retirement, but you're not sure how to get there?
- ☀ Does every day routine leave no room for your priorities?
- ☀ Do you ever feel anxious about the future?
- ☀ Are you enjoying your career as much as when you first began?
- ☀ Have you recently gone through a life-changing event?

Life Planning is a *life-changing* program created by George Kinder and delivered by Registered Life Planners®. With strategic processes and exercises, we help clients sift through the overwhelming obstacles, mind-numbing routine, and pressing obligations of daily life, until, together, we find "the pearl" of hidden longing of the human heart. Your dreams are not dead. They are merely buried. Together we can uncover them and empower you to live the life you always wanted.

*Registered Life Planners™ align Financial Planning with your personal values, bringing extraordinary clarity to your personal goals and empowering you to reach for your secret dreams. Johanna Fox Turner is an experienced Registered Life Planner® with a heart for helping others live bountiful lives.*

***Your life is a precious gift. Don't settle for less.***

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## *How to Find Us:*

You can find us in beautiful downtown Mayfield, in the heart of the Heartland at 907 Paris Road. (Please note that 6th Street changes to Paris Road.) We are located in a two story gray stucco building with a sign out front.

### **From Paducah area:**

Go south on US 45, approximately 24 miles.

Turn left onto W Broadway/KY-58/80.

Turn right onto 6th Street/KY 121, approximately 0.7 miles. You'll know you are getting close to us when you pass Wendy's Restaurant.

Our office is located on the right-hand side of the street.

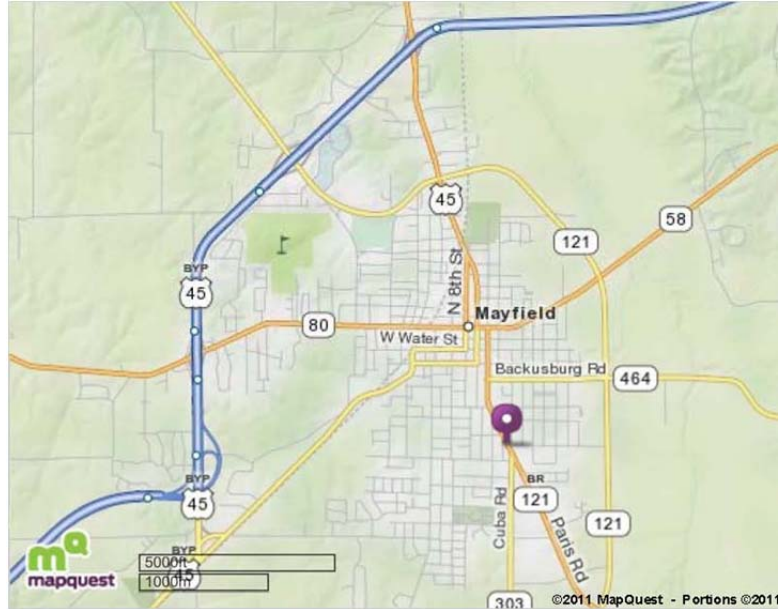
### **From Murray area:**

Go north on KY-121, approximately 20 miles. Do not take the 121 By-pass!

You know you are getting close to us

when you pass Sonic Restaurant. We are just past the signal light.

Our office is located on the left side of the street.



### **Going North on the Purchase Parkway**

Take the US-45 By-Pass S exit – Exit 21B and continue on to US-45 N / KY-58 E.

Turn right onto US-45 N / West Walnut Street Turn right onto 6th Street / KY-121

You know you are getting close to us when you pass Wendy's Restaurant. Our office is located on the right side of the street.

### **Going South on the Purchase Parkway**

Take the US-45 exit – Exit 25 – towards Mayfield/Paducah

Turn left onto US-45 South

Turn left onto W Broadway Street/KY-58/KY-80

Turn right onto 6th Street/KY-121, approximately 0.7 miles

You know you are getting close to us when you pass Wendy's Restaurant.

Our office is located on the right side of the street.