Form ADV Part 2A: *Firm Brochure*

Item 1 – Cover Page

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Date of Disclosure Brochure: March 2022

This disclosure brochure provides information about the qualifications and business practices of Intentional Retirement, LLC (also referred to as I, me and Intentional Retirement throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact Joseph R. Hearn at (402) 885-9090 or joe@intentionalretirement.com. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Intentional Retirement is also available on the Internet at www.adviserinfo.sec.gov. You can view my firm's information on this website by searching for Intentional Retirement, LLC or my firm's CRD number 310655.

*Registration as an investment adviser does not imply a certain level of skill or training.

**Although Intentional Retirement is referred to as I or me throughout this brochure for your convenience, please understand that any engagement described under this brochure will be made with the legal entity of Intentional Retirement, LLC.

Item 2 – Material Changes

Since our updated Disclosure Brochure was filed in March 2021, the following material changes have occurred:

- There has been an update to our Assets Under Management, please refer to ***Item 4 – Advisory Business*** for more information.

I will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after my firm's fiscal year ends. My firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time I will also offer or provide a copy of the most current disclosure brochure. I will also provide other ongoing disclosure information about material changes, as necessary.

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Item 4 – Advisory Business

Intentional Retirement is an investment adviser registered with the states of Nebraska and Iowa and is a Limited Liability Company formed under the laws of the State of Nebraska.

- Joseph R. Hearn is the Managing Member and 100% owner of Intentional Retirement. Full details of my education and business background are provided at *Item 19* of this Disclosure Brochure.

- Intentional Retirement filed its initial application to become registered as an investment adviser in September 2020.

Introduction

The investment advisory services of Intentional Retirement are provided to you through an appropriately licensed individual who is an investment adviser representative of Intentional Retirement (referred to as your investment adviser representative throughout this brochure).

Your investment adviser representative is limited to providing the services and charging investment advisory fees in accordance with the descriptions detailed in this brochure. However, the exact services you receive and the fees you will be charged will be specified in your advisory services agreement.

Description of Advisory Services

The following are descriptions of the primary advisory services of Intentional Retirement. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Intentional Retirement before I can provide you the services described below.

Asset Management Services – Intentional Retirement offers asset management services, which involves Intentional Retirement providing you with continuous and ongoing supervision over your specified accounts.

You must appoint my firm as your investment adviser of record on specified accounts (collectively, the "Account"). The Account consists only of separate account(s) held by qualified custodian(s) under your name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

The Account is managed by me based on your financial situation, investment objectives and risk tolerance. I actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

I will need to obtain certain information from you to determine your financial situation and investment objectives. You will be responsible for notifying me of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however I will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. I am always reasonably available to consult

with you relative to the status of your Account. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to instruct me not to purchase certain securities.

It is important that you understand that I manage investments for other clients and give them advice or take actions for them or for my personal accounts that may be different from the advice I provide to you or actions taken for you. I am not obligated to buy, sell or recommend to you any security or other investment that I buy, sell or recommend for any other clients or for my own accounts.

Conflicts can arise in the allocation of investment opportunities among accounts that I manage. I strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by my firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to my attention will be allocated in any particular manner. If I obtain material, non-public information about a security or its issuer that I cannot lawfully use or disclose, I have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

Financial Planning & Consulting Services - Intentional Retirement offers financial planning services, which involve preparing a written financial plan covering specific or multiple topics. I provide full written financial plans, which typically address the following topics: Investment Planning, Retirement Planning, Insurance Planning, Tax Planning, Education Planning, Portfolio Reviews, and Asset Allocation. When providing financial planning and consulting services, my role is to find ways to help you understand your overall financial situation and help you set financial objectives. Written financial plans prepared by me do not include specific recommendations of individual securities.

I also offer consultations in order to discuss financial planning issues when you do not need a written financial plan. I offer a one-time consultation, which covers mutually agreed upon areas of concern related to investments or financial planning. I also offer "as-needed" consultations, which are limited to consultations in response to a particular investment or financial planning issue raised or request made by you. Under an "as-needed" consultation, it will be incumbent upon you to identify those particular issues for which you are seeking my advice or consultation on.

In addition to these services, I offer ongoing advisement consultations to participants in retirement plans (401(k) plans, profit sharing plans, etc.). When providing these services, I review your financial situation, goals and objectives as well as the investment options available in the retirement plan. I will review your retirement plan account at quarterly intervals and will make such recommendations from the list of available investment options in your retirement plan account as are deemed appropriate and consistent with your stated investment objectives and risk tolerance. These services do not constitute asset management services for your retirement plan account; I do not have investment discretion or trading authority over your retirement plan account. You determine whether or not to implement my advice. The implementation of any trades in your retirement plan account is your responsibility.

My financial planning and consulting services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement my financial planning and consulting recommendations. To the extent that you would like to implement any of my investment recommendations through Intentional Retirement or retain Intentional Retirement to actively monitor and

manage your investments, you must execute a separate written agreement with Intentional Retirement for our asset management services.

Retirement Plan Services - Intentional Retirement offers retirement plan services to retirement plan sponsors and to individual participants in retirement plans. For a corporate sponsor of a retirement plan, my retirement plan services can include, but are not limited to, the following services:

Fiduciary Consulting Services

Intentional Retirement provides the following Fiduciary Retirement Plan Consulting Services:

- Investment Policy Statement Preparation. Intentional Retirement will help you develop an investment policy statement. The investment policy statement establishes the investment policies and objectives for the Plan. You will have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.

- Non-Discretionary Investment Advice. Intentional Retirement will provide you with general, non-discretionary investment advice regarding assets classes and investment options, consistent with your Plan's investment policy statement.

- Investment Selection Services. Intentional Retirement will provide you with recommendations of investment options consistent with ERISA section 404(c).

- Investment Due Diligence Review. Intentional Retirement will provide you with periodic due diligence reviews of the Plan's reports, investment options and recommendations.

- Investment Monitoring. Intentional Retirement will assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformation to the guidelines set forth in the investment policy statement and Intentional Retirement will make recommendations to maintain or remove and replace investment options.

- Default Investment Alternative Advice. Intentional Retirement will provide you with non-discretionary investment advice to assist you with the development of qualified default investment alternative(s) ("QDIA"), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. You will retain the sole responsibility to provide all notices to participants required under ERISA section 404(c)(5).

- Individualized Participant Advice. Upon request, Intentional Retirement will provide one-on-one advice to Plan participants regarding their individual situations.

For Fiduciary Consulting Services, all recommendations of investment options and portfolios will be submitted to you for your ultimate approval or rejection. For retirement plan Fiduciary Consulting Services, the retirement plan sponsor client or the plan participant who elects to implement any recommendations made by me is solely responsible for implementing all transactions.

Fiduciary Consulting Services are not management services, and Intentional Retirement does not serve as administrator or trustee of the plan. Intentional Retirement does not act as custodian for any client

account or have access to client funds or securities (with the exception of, some accounts, having written authorization from the client to deduct my fees).

Intentional Retirement acknowledges that in performing the Fiduciary Consulting Services listed above that it is acting as a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 ("ERISA") for purposes of providing non-discretionary investment advice only. Intentional Retirement will act in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause Intentional Retirement to be a fiduciary as a matter of law. However, in providing the Fiduciary Consulting Services, Intentional Retirement (a) has no responsibility and will not (i) exercise any discretionary authority or discretionary control respecting management of Client's retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of Client's retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of Client's retirement plan or the interpretation of Client's retirement plan documents, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the "Administrator" of Client's retirement plan as defined in ERISA.

Non-Fiduciary Services

Although an investment adviser is considered a fiduciary under the Investment Advisers Act of 1940 and required to meet the fiduciary duties as defined by the Advisers Act, the services listed here as non-fiduciary should not be considered fiduciary services for the purposes of ERISA since Adviser is not acting as a fiduciary to the Plan as the term "fiduciary" is defined in Section 3(21)(A)(ii) of ERISA. The exact suite of services provided to a client will be listed and detailed in the Qualified Retirement Plan Agreement.

Intentional Retirement provides clients with the following Non-Fiduciary Retirement Plan Consulting Services:

- Participant Education. Intentional Retirement will provide education services to Plan participants about general investment principles and the investment alternatives available under the Plan. Intentional Retirement's assistance in participant investment education will be consistent with and within the scope of DOL Interpretive Bulletin 96-1. Education presentations will not take into account the individual circumstances of each participant and individual recommendations will not be provided unless otherwise agreed upon. Plan participants are responsible for implementing transactions in their own accounts.
- Participant Enrollment. Intentional Retirement will assist you with group enrollment meetings designed to increase retirement plan participation among employees and investment and financial understanding by the employees.
- Qualified Plan Development. Intentional Retirement will assist you with the establishment of a qualified plan by working with you and a selected Third Party Administrator. If you have not already selected a Third Party Administrator, I shall assist you with the review and selection of a Third Party Administrator for the Plan.
- Due Diligence Review. Intentional Retirement will provide you with periodic due diligence reviews of your Plan's fees and expenses and your Plan's service providers.

- Fiduciary File Set-up. Intentional Retirement will help you establish a "fiduciary file" for the Plan which contains trust documents, custodial/brokerage statements, investment performance reports, services agreements with investment management vendors, the investment policy statement, investment committee minutes, asset allocation/asset liability studies, due diligence fields on funds/money managers and monitoring procedures for funds and/or money managers.
- Benchmarking. Intentional Retirement will provide you benchmarking services and will provide analysis concerning the operations of the Plan.

I can also meet with individual participants to discuss their specific investment risk tolerance, investment time frame and investment selections.

Securities and other types of investments all bear different types and levels of risk. Those risks are typically discussed with clients in defining the investment policies and objectives that will guide investment decisions for their qualified plan accounts. Upon request, as part of my retirement plan services, I can discuss those investments and investment strategies that I believe can tend to reduce these risks for a particular client's circumstances and plan participants.

Clients and plan participants must realize that obtaining higher rates of return on investments entails accepting higher levels of risk. Based upon discussions with the client, I will attempt to identify the balance of risks and rewards that is appropriate and comfortable for the client and other employees. It is still the clients' responsibility to ask questions if the client does not fully understand the risks associated with any investment. All plan participants are strongly encouraged to read prospectuses, when applicable, and ask questions prior to investing.

I strive to render my best judgment for clients. Still, Intentional Retirement cannot assure that investments will be profitable or assure that no losses will occur in their portfolios. Past performance is an important consideration with respect to any investment or investment adviser, but it is not necessarily an accurate predictor of future performance.

Intentional Retirement will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to you any change to the information that I am required to disclose under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which I am informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond my control, in which case the information will be disclose as soon as practicable).

In accordance with ERISA Regulation Section 2550.408b-2(c)(vi)(A), I will disclose within thirty (30) days following receipt of a written request from the responsible plan fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond my control, in which case the information will be disclosed as soon as practicable) all information related to the Qualified Retirement Plan Agreement and any compensation or fees received in connection with the Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.

If I make an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), I will disclose to you the correct information as soon as practicable, but no later than thirty (30) days from the date on which I learn of such error or omission.

Retirement Plan Rollover Recommendations - To the extent I recommend you roll over your account from a current retirement plan to an individual retirement account ("Rollover IRA"), managed by Intentional Retirement please know that Intentional Retirement and our investment adviser representatives have a conflict of interest.

I can earn increased investment advisory fees by recommending that you roll over your account at the retirement plan to a Rollover IRA managed by Intentional Retirement. We will likely earn fewer investment advisory fees if you do not roll over the funds in the retirement plan to a Rollover IRA managed by Intentional Retirement.

Thus, our investment adviser representatives have an economic incentive to recommend a rollover of funds from a retirement plan to a Rollover IRA which is a conflict of interest because our recommendation that you open an IRA account to be managed by our firm can be based on our economic incentive and not based exclusively on whether or not moving the IRA to our management program is in your overall best interest.

I have taken steps to manage this conflict of interest. I have adopted an impartial conduct standard whereby our investment adviser representatives will (i) provide investment advice to a retirement plan participant regarding a rollover of funds from the retirement plan in accordance with the fiduciary status described below, (ii) not recommend investments which result in Intentional Retirement receiving unreasonable compensation related to the rollover of funds from the retirement plan to a Rollover IRA, and (iii) fully disclose compensation received by Intentional Retirement and our supervised persons and any material conflicts of interest related to recommending the rollover of funds from the retirement plan to a Rollover IRA and refrain from making any materially misleading statements regarding such rollover.

To the extent I provide you investment advice as a participant in a retirement plan regarding whether to maintain investments and/or proceeds in the retirement plan, roll over such investment/proceeds from the retirement plan to a Rollover IRA or make a distribution from the retirement plan, Intentional Retirement hereby acknowledges our fiduciary obligations to you with regard to our investment advice about whether to maintain, roll over or distribute proceeds from the retirement plan, and as such a fiduciary with respect to its investment advice to you about whether to maintain, roll over or distribute proceeds from the retirement plan.

Our investment adviser representatives shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk, tolerance, financial circumstances, and a client's needs, without regard to the financial or other interests of Intentional Retirement or our affiliated personnel.

Limits Advice to Certain Types of Investments

Intentional Retirement provides investment advice on the following types of investments:

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Corporate Debt Securities

- Certificates of Deposit
- Municipal Securities
- US Government Securities
- Fixed Income Investments

Although I generally provide advice only on the products previously listed, I reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not my typical investment strategy to attempt to time the market, but I may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. I may modify my investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

Tailor Advisory Services to Individual Needs of Clients

Intentional Retirement's advisory services are always provided based on your individual needs. This means, for example, that when I provide asset management services, you are given the ability to impose restrictions on the accounts I manage for you, including specific investment selections and sectors. I work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. My financial planning and consulting services are always provided based on your individual needs. When providing financial planning and consulting services, I work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

I will not enter into an investment adviser relationship with a prospective client whose investment objectives are incompatible with my investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Client Assets Managed by Intentional Retirement

The amount of client's assets managed by Intentional Retirement totaled $99,673,771 as of February 9, 2022, with $0 managed on a discretionary basis and $99,673,771 managed on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding my firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service could be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Intentional Retirement.

Asset Management Services

Fees charged for my traditional asset management services (held at TD Ameritrade) are charged based on a percentage of assets under management, billed in advance (at the start of the billing period) on a quarterly calendar basis and calculated based on the fair market value of your account as of the last business day of the previous billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of the billing period, then the prorated fee for that billing period is based on the value of the Account when services commence and is due immediately and will be deducted from Account when services commence.

For our managed accounts held at TD Ameritrade, in the event that a deposit in excess of $25,000 occurs during a billing period after the fee calculation, the fee for the billing period will be recalculated at the end of the billing period and Intentional Retirement will bill a second fee pro-rata, in arrears, on the additional deposits. In the event that a withdrawal in excess of $25,000 occurs during a billing period after the fee calculation, the fee for that billing period will be recalculated at the end of the billing period and you will be refunded the pro-rate fee that was attributable to the amount of the withdrawal.

The asset management services continue in effect until terminated by either party (i.e., Intentional Retirement or you) by providing written notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by Intentional Retirement to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Fees charged for my asset management services are negotiable based on the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

For my asset management services, client will be charged the following annual fee based upon the amount of assets under management:

Assets Under Management	Annual Fees
$25,000-$1,000,000	1.00%
$1,000,001-$2,000,000	0.90%
$2,000,001-$5,000,000	0.80%
$5,000,001-$10,000,000	0.70%
$10,000,001 and above	Negotiable

(This is **not** a “blended” annual fee schedule in which each tier of assets is charged a different rate under the annual fee schedule creating the effect of a blended fee rate used at the time of billing. Under this fee schedule described above, only one rate is charged against all of the Client’s assets under management in this program.)

There is a minimum account size of $25,000.

Intentional Retirement believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, my annual investment advisory fee can be higher than that charged by other investment advisers offering

similar services/programs. In addition to my compensation, you will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be deducted from your account and paid directly to my firm by the qualified custodian(s) of your account. You will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to my firm. My firm will send you a billing statement at the same time that fee deduction instruction is sent to the qualified custodian(s) of your account. The billing statement will detail the formula used to calculate the fee, the assets under management and the time period covered. See *Item 15 – Custody* for more details.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Brokerage expenses and/or transaction fees charged by TD Ameritrade are billed directly to you by the qualified custodian. Intentional Retirement does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, for accounts with assets under management over $250,000 TD Ameritrade has provided the option of charging execution fees based upon the level of assets maintained in the managed account (asset-based pricing) versus implementing a fee for each transaction executed. If asset-based pricing is provided as an option I will conduct a cost/benefit analysis to determine which pricing method would be in the long-term best interest of my clients. Whether transaction-based pricing or asset-based pricing is in the best interest of an individual client may vary over the span of a client relationship in response to possible service provider contractual changes and/or overall market condition adjustments to my pricing structure.

In addition, you will incur certain charges imposed by third parties other than Intentional Retirement in connection with investments made through your account including, but not limited to annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Intentional Retirement are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

American Funds Service Company Managed Accounts

Client Managed Accounts held directly with American Funds will be billed at a flat rate of 50 Basis points (0.50%). All asset management fees in this program will be calculated and withdrawn from client accounts by American Funds. America Funds will send Intentional Retirement the asset management fees.

Fees are calculated by American Funds for each quarterly period ending the last business day of February, May, August and November and are the product of (i) the flat fee rate of .50%; (ii) the average daily net asset value of the Client's assets under management during the quarter; divided by (iii) the number of days in the year multiplied by the number of days in the quarter. If the Client's assets are fully redeemed prior to the quarter end, then the Client's average daily net asset value will be equal to the Client's average daily net asset value through the day prior to the total redemption of the Client's assets.

Financial Planning & Consulting Services

Fees charged for my financial planning and consulting services are negotiable based upon the type of client, the services requested, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning and consulting services offered by Intentional Retirement.

Fees for Financial Planning Services

Intentional Retirement provides financial planning services under an hourly fee arrangement. An hourly fee of up to $200 per hour is charged by Intentional Retirement for financial planning services under this arrangement. Before commencing financial planning services, Intentional Retirement provides an estimate of the approximate hours needed to complete the requested financial planning services. If Intentional Retirement anticipates exceeding the estimated amount of hours required, Intentional Retirement will contact you to receive authorization to provide additional services. You will pay in advance a mutually agreed upon retainer that will be available for Intentional Retirement to bill hourly fees against for my financial planning services; however, under no circumstances will Intentional Retirement require you to pay fees more than $500 more than six months in advance. The standard billing dates and events of Intentional Retirement are the following: (1) the first business day of each month; (2) the date when incurred hourly fees and expenses will cause the retainer balance to be depleted to zero; (3) the date or thereafter that Intentional Retirement substantially provides the agreed upon services; and (4) the date the engagement is terminated by either you or Intentional Retirement. Upon presentment of the invoice to you, Intentional Retirement will deduct the hourly fees due Intentional Retirement against your current retainer balance and you are required to pay immediately Intentional Retirement any outstanding balance of hourly fees due.

Intentional Retirement also provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. The fixed fee charged for financial planning will range up to a maximum of $5,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with Intentional Retirement. At my sole discretion, you may be required to pay in advance $500 at the time you execute an agreement with Intentional Retirement; however, at no time will Intentional Retirement require payment of more than $500 in fees more than six months in advance. Upon completion and delivery of the financial plan, the fixed fee is considered earned by Intentional Retirement and any unpaid amount is immediately due.

The financial planning services terminate upon delivery of the written financial plan or upon either party providing the other party with written notice of termination.

You are able to terminate the financial planning services within five (5) business days of entering into an agreement with Intentional Retirement without penalty or fees due. If you terminate the financial planning services after five (5) business days of entering into an agreement, you will be responsible for immediate payment of any financial planning services performed by Intentional Retirement prior to the receipt by Intentional Retirement of your notice. For financial planning services performed by Intentional Retirement under an hourly arrangement, you will pay Intentional Retirement for any hourly fees incurred at the rates described above. For financial planning services performed by Intentional Retirement under a fixed fee arrangement, you will pay Intentional Retirement a pro-rated fixed fee equivalent to the percentage of work completed by Intentional Retirement as determined by Intentional Retirement. In the event that

there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Intentional Retirement to you.

Fees for Consulting Services

Intentional Retirement provides consulting services under an hourly fee arrangement. An hourly fee of up to $200 per hour is charged by Intentional Retirement for consulting services. Before providing consulting services, Intentional Retirement will provide an estimate of the approximate hours needed to complete the consulting services. If Intentional Retirement anticipates exceeding the estimated amount of hours required, Intentional Retirement will contact you to receive authorization to provide additional services. You may be requested to pay in advance a mutually agreed upon retainer that will be available for Intentional Retirement to bill hourly fees against for my consulting services; however, under no circumstances will Intentional Retirement require you to pay fees more than $500 more than six months in advance. The standard billing dates and events of Intentional Retirement are the following: (1) the first business day of each month; (2) the date when incurred hourly fees will cause the retainer balance to be depleted to zero; (3) the date or thereafter that Intentional Retirement substantially provides the agreed upon services; and (4) the date the engagement is terminated by either you or Intentional Retirement. Upon presentment of the invoice to you, Intentional Retirement will deduct the hourly fees due Intentional Retirement against your current retainer balance and you will immediately pay Intentional Retirement any outstanding balance of hourly fees due.

The one-time consulting services will terminate upon completion of the consultation or either party providing the other party with written notice.

You are able to terminate the consulting services within five (5) business days of entering into an agreement with Intentional Retirement without penalty or fees due. If you terminate the consulting services after five (5) business days of entering into an agreement with Intentional Retirement, you will be responsible for immediate payment of any consulting work performed by Intentional Retirement prior to the receipt by Intentional Retirement of your notice. For consulting services performed by Intentional Retirement under an hourly arrangement, you will pay Intentional Retirement for any hourly fees incurred at the rates described above. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Intentional Retirement to you.

Other Fee Terms for Financial Planning & Consulting Services

You may pay the investment advisory fees owed for the financial planning services by submitting payment directly (for example, by check) or having the fee deducted from an existing investment account.

If you elect to pay by automatic deduction from an existing investment account, you will provide written authorization to Intentional Retirement for such charge.

You should notify Intentional Retirement within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

To the extent Intentional Retirement engages an outside professional (i.e. attorney, independent investment adviser or accountant) while providing financial planning and consulting services to you, Intentional Retirement will be responsible for the payment of the fees for the services of such an outside professional, and you will not be required to reimburse Intentional Retirement for such payments. To the

extent that you personally engage such an outside professional, you will be responsible for the payment of the fees for the services of such an outside professional, and Intentional Retirement will not be required to reimburse Client for such payments. Fees for the services of an outside professional (i.e. attorney, independent investment adviser or accountant) will be in addition to and separate from the fees charged by Intentional Retirement, and you will be responsible for the payment of the fees for the services of such an outside professional. In no event will the services of an outside professional be engaged without your express approval.

All fees paid to Intentional Retirement for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you might also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to Intentional Retirement and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

All fees paid to Intentional Retirement for financial planning and consulting services are separate and distinct from the commissions charged by a broker-dealer or fees charged by a custodian to implement such recommendations. It should be noted that if you sign an asset management agreement with Intentional Retirement, you will not pay an additional fee for financial planning and consulting services related to the accounts covered by the asset management agreement. Financial planning and consulting services are included under the asset management agreement without additional charges.

It should be noted that lower fees for comparable services could be available from other sources.

Retirement Plan Services

For retirement plan sponsor clients, Intentional Retirement will charge an annual fee that is calculated as a percentage of the value of plan assets. This fee is negotiable based upon the complexity of the plan, the size of the plan assets, the actual services requested and the potential for additional deposits.

If Intentional Retirement charges an annual fee based upon the value of the plan assets, I charge an annual fee of up to 1% of the assets in the plan.

If Intentional Retirement charges a fixed annual fee, I typically charge an annual fixed fee of up to $25,000. The exact amount of the fixed fee will be specified in your agreement with Intentional Retirement. At my sole discretion you can be required to pay a portion of the fixed fee up front in the form of a retainer; however, at no time will I require payment of more than $500 in fees more than six months in advance. Upon completion of the services, the fixed fee is considered earned by Intentional Retirement and any unpaid amount is immediately due.

For individual participants, plan administrators have the option to pay the asset management fee on behalf of employees or have the fee deducted from the participant accounts. Participants should contact their plan administration or refer to their plan documents for more specific information.

For retirement plan sponsors, fees are paid quarterly in arrears and are based upon the total market value of the plan as of the last business day of the quarter (excluding any frozen assets). The amount payable each quarter will be 25% of the annual fee. If the plan is established or terminated during the quarter, the fee for that quarter will be prorated to cover only the period for which the plan was serviced.

Retirement plan sponsors can also elect to pay all or a portion of fees for the individualized services provided by us to the plan participants.

Fee will be directly deducted from clients' accounts. Clients are required to provide the custodian with written authorization to deduct the fees from the account and pay the fees to Intentional Retirement.

Either party can terminate services by providing written notice of termination to the other party. If services are terminated within five business days of signing the client agreement, services are terminated without penalty. Any prepaid but unearned fees are promptly refunded to the client at the effective date of termination.

Intentional Retirement does not reasonably expect to receive any other compensation, direct or indirect, for its Services. If I receive any other compensation for such services, I will (i) offset that compensation against my stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. *Item 6* is not applicable to this Disclosure Brochure because I do not charge or accept performance-based fees.

Item 7 – Types of Clients

Intentional Retirement generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals
- Pension and profit sharing plans
- Trusts, estates, or charitable organizations

You are required to execute a written agreement with Intentional Retirement specifying the particular advisory services in order to establish a client arrangement with Intentional Retirement.

Minimum Investment Amounts Required

Intentional Retirement requires a minimum of $25,000 in order to open an account. To reach this account minimum, clients can aggregate all household accounts. Exceptions can be granted to this minimum based upon the type of client, the services requested, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative.

The minimum fee generally charged for financial planning services provided on an hourly basis is $200 per hour with a 2.5 hour minimum (i.e. $500).

The minimum fixed fee generally charged for financial planning services on a fixed fee basis is $2,500.

The minimum hourly fee generally charged for consulting services is $200 per hour with a 2.5 hour minimum (i.e. $500).

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

Methods of Analysis

Intentional Retirement uses the following methods of analysis in formulating investment advice:

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation might be wrong, and could therefore lead to an unfavorable investment decision.

Other Methods of Analysis - We primarily use an asset allocation strategy model of managing client accounts. The primary tool used by us to determine allocations and which funds to use is Morningstar. Other tools used will include Veo One, MoneyGuidePro, etc.

We will obtain financial information from prospective clients on a Risk Profile Questionnaire to determine the suitability of asset management services and to determine the appropriate investment objectives that are specific for each client account that is established with us. We have no investment committee. Each Adviser gives investment advice to his or her clients based on what is suitable for each client. Reviews are conducted for all accounts on a quarterly basis. Each investment adviser reviews his or her client accounts. They are instructed to review investment performance, suitability, appropriate asset allocation, and to monitor the account for any changes or updates that are needed (among other things).

There are risks involved in using any analysis method.

Investment Strategies

We primarily use an asset allocation strategy model of managing client accounts. We will use both long term (over a year) purchases and short term (under a year) purchases in our investment strategies. The primary tool used by us to determine allocations and which funds to use is Morningstar. Other tools used by us will include Veo One, MoneyGuidePro, etc.

Intentional Retirement uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases - Investments held at least a year.

Short term purchases - Investments sold within a year.

Value-Investing - we primarily follow a value-investing strategy that attempts to acquire at reasonable valuations publicly traded businesses that can deliver sustainable excess returns. We focus on a long-only strategy. Long term strategies are designed to identify and select investments to be held for multiple years. We will also invest in value oriented special situations with shorter expected holding periods.

Value Investing can be described as a strategy of selecting stocks that trade for less than their intrinsic values. Value investors typically seek stocks of companies that they believe the market has undervalued. They believe the market overreacts to good and bad news, resulting in stock price movements that do not correspond with the company's long-term fundamentals. The result is an opportunity for value investors to profit by buying when the price is deflated. Often, value investors select stocks with lower-than-average price-to-book or price-to-earnings ratios and/or high dividend yields. The risks associated with value-investing include incorrectly analyzing and overestimating the intrinsic value of a business, concentration risk, under performance relative to major benchmarks, macro-economic risks, investing in value traps (i.e. businesses that remain perpetually undervalued), and lost purchasing power on cash holdings in the case of inflation.

Tactical asset allocation - Allows for a range of percentages in each asset class (such as Stocks = 40-50%). The ranges establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.

Primarily Recommend One Type of Security

I do not primarily recommend one type of security to clients. Instead, I recommend any product that might be suitable for each client relative to that client's specific circumstances and needs.

Risk of Loss

The asset management services entail the risk of loss, and values and returns fluctuate over time. While we seek to limit any losses, there have been periods of loss in the past, and there will likely be others in

the future. Thus, our asset management services are generally suitable for long-term investment objectives or strategies rather than for short-term trading purposes. Diversification does not guarantee a profit or guarantee to protect you against loss, and there is no guarantee that your investment objectives will be achieved. These programs, portfolios, models, asset allocations and strategies are not FDIC insured and the investments in them might lose value.

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there are varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, my firm is unable to represent, guarantee, or even imply that my services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through my investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You may also incur brokerage costs when purchasing ETFs or mutual funds.

- Management Risk – Your investment with my firm varies with the success and failure of my investment strategies, research, analysis and determination of portfolio securities. If my investment strategies do not produce the expected returns, the value of the investment will decrease.
- Interest-rate Risk – Fluctuations in interest rates could cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- Inflation Risk – The risk is that the rate of inflation will exceed the rate of return on an investment.
- Reinvestment Risk – This is the risk that future proceeds from investments might have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- Business Risk – These risks are associated with a particular industry or a particular company within an industry.
- Liquidity Risk – Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid while real estate properties are not.
- Financial Risk – Excessive borrowing to finance a business' operations increases the risk of profitability because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations could result in bankruptcy and/or a declining market value.
- Currency Risk – Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events that are material to a client's or prospective client's evaluation of my business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Intentional Retirement is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading adviser, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

I am an independent investment registered adviser and only provide investment advisory services. I am not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure.

Insurance Agent

You could work with your investment adviser representative in his or her separate capacity as an insurance agent. When acting in his or her separate capacity as an insurance agent, the investment adviser representative could sell, for commissions, general disability insurance, life insurance, long-term care insurance, annuities, and other insurance products to you. As such, your investment adviser representative in his or her separate capacity as an insurance agent, might suggest that you implement recommendations of Intentional Retirement by purchasing disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for the representative to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as an insurance agent. Consequently, the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative.

Other Business Activities of Company Principal

Joseph R. Hearn is an author and publisher of books, articles and blogs related to investing and retirement planning. He spends less than 10% of his time on this activity.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Intentional Retirement has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Intentional Retirement's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Intentional Retirement requires its supervised persons to consistently act in your best interest in all advisory activities. Intentional Retirement imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Intentional Retirement. If you wish to review the Code of Ethics in its entirety, you should send me a written request and upon receipt of your request, I will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Intentional Retirement or supervised persons of the firm buy and sell for their personal accounts, investment products identical to those recommended to clients. This creates a conflict of interest. It is the express policy of Intentional Retirement that all persons associated in any manner with my firm must place clients' interests ahead of their own when implementing personal investments. As is required by our

internal procedures manual, Intentional Retirement and its supervised persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with my firm unless the information is also available to the investing public upon reasonable inquiry.

I am now and will continue to be in compliance with applicable state and federal rules and regulations. To mitigate conflicts of interest that can occur when access persons manage their personal accounts at the same time Intentional Retirement manages client accounts, I have developed written supervisory procedures that include personal investment and trading policies for my representatives, employees and their immediate family members (collectively, supervised persons):

- Supervised persons cannot prefer their own interests to that of the client.
- Supervised persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Supervised persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment unless that information is also available to the investing public upon reasonable inquiry.
- Supervised persons are prohibited from purchasing or selling securities of companies in which any client is deemed an “insider”.
- Supervised persons are discouraged from conducting frequent personal trading.
- Supervised persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Intentional Retirement.

Any Supervised person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

If Intentional Retirement assists in the implementation of any recommendations, I am responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions considered, the transaction execution is in your best interest. When considering best execution, I look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with my existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

I exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back office services, technology and pricing of services offered.

Brokerage Recommendations

You are under no obligation to act on the recommendations of Intentional Retirement. If I assist you in the implementation of any recommendations, I am responsible to ensure that you receive the best execution possible.

Intentional Retirement will typically recommend that you establish brokerage accounts with TD Ameritrade through their Institutional Platform, however, we will utilize other custodians for directly held investments or situations as deemed necessary to service the client needs. TD Ameritrade, Inc. ("TD Ameritrade") is a member of FINRA/SIPC. TD Ameritrade is an independent (and unaffiliated) SEC-registered broker-dealer and is recommended by Intentional Retirement to maintain custody of clients' assets and to effect trades for their accounts.

At least annually, I will review alternative custodians in the marketplace for comparison to the currently used custodian, evaluating criteria such as overall expertise, cost competitiveness, and financial condition. Quality of execution for custodians will be reviewed through trade journal evaluations.

Intentional Retirement is independently owned and operated and not affiliated with TD Ameritrade.

The primary factor in suggesting a broker/dealer or custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any broker/dealer suggested by Intentional Retirement must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker/dealer.

TD Ameritrade, Inc. provides me with access to their institutional trading and custody services, which are typically not available to retail investors. These services generally are available to independent investment advisers at no charge to them so long as the independent investment advisers maintain a minimum amount of assets with the custodian.

TD Ameritrade, Inc. also makes available to me other products and services that benefit my firm but might not benefit clients' accounts. Some of these other products and services assist me in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); provide research, pricing information and other market data; facilitate payment of the firm's fees from its clients' accounts; and assist with back-office functions; record keeping and client reporting. Many of these services generally could be used to service all or a substantial number of our accounts, including accounts not maintained at a recommended custodian. Intentional Retirement is also provided other services intended to help my firm manage and further develop my business enterprise. These services can include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing.

Other benefits we receive include, but are not necessarily limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are generally only available to institutional investors.

Specifically, Intentional Retirement participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. TD Ameritrade offers to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. Adviser receives some benefits from TD Ameritrade through its participation in the program. *(Please see the disclosure under Item 14 below.)*

Directed Brokerage

Clients should understand that not all investment advisers require the use of a particular broker/dealer or custodian. Some investment advisers allow their clients to select whichever broker/dealer the client decides. By requiring clients to use a particular broker/dealer, Intentional Retirement might not achieve the most favorable execution of client transactions and the practice requiring the use of specific broker/dealers may cost clients more money than if the client used a different broker/dealer or custodian. However, for compliance and operational efficiencies, Intentional Retirement has decided to require my clients to use broker/dealers and other qualified custodians determined by Intentional Retirement.

Block Trading Policy

Investment advisers could elect to purchase or sell the same securities for several clients at approximately the same time when they believe such action can prove advantageous to clients. This process is referred to as aggregating orders, batch trading or block trading. Intentional Retirement does not engage in block trading.

It should be noted that implementing trades on a block or aggregate basis could be less expensive for client accounts; however, it is my trading policy to implement all client orders on an individual basis. Therefore, I do not aggregate or “block” client transactions. Considering the types of investments I hold in advisory client accounts; I do not believe clients are hindered in any way because I trade accounts individually. This is because I develop individualized investment strategies for clients and holdings will vary. My strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

Agency Cross Transactions

My associated persons are prohibited from engaging in agency cross transactions, meaning I cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed at least annually. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change if strategy and objectives have changed. Reviews are conducted by Joseph R. Hearn, with reviews performed in accordance with your investment goals and objectives.

Our financial planning services terminate upon the presentation of the written plan. Our financial planning and consulting services do not include monitoring the investments of your account(s), and therefore, there is no ongoing review of your account(s) under such services.

Statements and Reports

For my asset management services, you are provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by Intentional Retirement.

You are encouraged to always compare any reports or statements provided by me against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact my firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

Intentional Retirement does not directly or indirectly compensate any person for client referrals.

The only compensation received from advisory services is the fees charged for providing investment advisory services as described in *Item 5* of this Disclosure Brochure. Intentional Retirement receives no other forms of compensation in connection with providing investment advice.
Intentional Retirement does not directly or indirectly compensate anybody for client referrals.

However, as disclosed under *Item 12* above, Intentional Retirement participates in TD Ameritrade's institutional customer program and Adviser might recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Intentional Retirement's participation in the program and the investment advice it gives to its Clients, although I receive economic benefits that are typically not available to TD Ameritrade retail investors through my participation in the program. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving my participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Intentional Retirement by third-party vendors. TD Ameritrade might also have paid for business consulting and professional services received by my related persons. Some of the products and services made available by TD Ameritrade through the program might benefit Intentional Retirement but might not benefit your accounts. These products or services might assist Intentional Retirement in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Intentional Retirement manage and further develop its business enterprise. The benefits received by Intentional Retirement or my personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, I endeavor at all times to put clients' interests first. You should be aware,

however, that the receipt of economic benefits by Intentional Retirement or my related persons in and of itself creates a conflict of interest and could indirectly influence Intentional Retirement's choice of TD Ameritrade for custody and brokerage services.

Intentional Retirement also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent investment advisers participating in the program. Specifically, the Additional Services include access to on-line investment research services at no cost. TD Ameritrade provides the Additional Services to Intentional Retirement in its sole discretion and at its own expense, and I do not pay any fees to TD Ameritrade for the Additional Services. Intentional Retirement and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

Intentional Retirement's receipt of Additional Services raises conflicts of interest. In providing Additional Services to Intentional Retirement, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, my Client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Intentional Retirement, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, Intentional Retirement might have an incentive to recommend to you that the assets under management by Intentional Retirement be held in custody with TD Ameritrade and to place transactions for your accounts with TD Ameritrade. Intentional Retirement's receipt of Additional Services does not diminish its duty to act in your best interests, including seeking best execution of trades for your accounts.

Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Intentional Retirement is deemed to have custody of client funds and securities whenever Intentional Retirement is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Intentional Retirement will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Intentional Retirement is deemed to have custody, I have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Intentional Retirement. When clients have questions about their account statements, they should contact Intentional Retirement or the qualified custodian preparing the statement.

For our managed accounts held at TD Ameritrade, when fees are deducted from an account, Intentional Retirement is responsible for calculating the fee and delivering instructions to the custodian. At the same time Intentional Retirement instructs the custodian to deduct fees from your account Intentional Retirement will send you an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

When providing asset management services, Intentional Retirement maintains trading authorization over your Account and can provide management services on a **non-discretionary** basis. This means I will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject my investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, I will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if you are not able to be reached or are slow to respond to my request, it can have an adverse impact on the timing of trade implementations and I might not achieve the optimal trading price.

Item 17 – Voting Client Securities

Intentional Retirement does not vote proxies on behalf of Clients. I have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in your account(s).

You will receive proxies directly from the qualified custodian or transfer agent; I will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although I do not vote client proxies, if you have a question about a particular proxy feel free to contact me. However, you will have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

This *Item 18* is not applicable to this brochure. Intentional Retirement does not require or solicit prepayment of more than $500 in fees per client, six months or more in advance. Therefore, I am not required to include a balance sheet for the most recent fiscal year. I am not subject to a financial condition that is reasonably likely to impair my ability to meet contractual commitments to clients. Finally, Intentional Retirement has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Executive Officer and Management Personnel

Joseph R. Hearn

***Educational Background*:**

University of Nebraska - Lincoln, Bachelor of Science in Finance: 1995

***Business Experience*:**

Intentional Retirement, LLC, Managing Member and Investment Adviser Representative, 09/2020 to Present;
Intentional Retirement, LLC, Managing Member, 03/2004 to Present;
Teckmeyer Financial Services, LLC, Vice President, 06/1995 to 03/2021

Other Business Activities

See Item 10 – Other Financial Industry Activities and Affiliations.

No Performance Based Fees

As previously disclosed in *Item 6*, Intentional Retirement does not charge or accept performance-based fees.

No Arbitrations

Intentional Retirement or any of its associated persons have not been the subject of any client arbitrations or similar legal disputes.

No Arrangement with Issuer of Securities

Intentional Retirement and its management do not have any relationship or arrangement with any issuer of securities.

Customer Privacy Policy Notice

In November of 1999, Congress enacted the Gramm-Leach-Bliley Act (GLBA). The GLBA requires certain financial institutions, such as investment adviser firms, to protect the privacy of customer information. In situations where a financial institution does disclose customer information to non-affiliated third parties, other than permitted or required by law, customers must be given the opportunity to opt out or prevent such disclosure. Intentional Retirement does not share or disclose customer information to non-affiliated third parties except as permitted or required by law.

Intentional Retirement is committed to safeguarding the confidential information of its clients. Intentional Retirement holds all personal information provided by clients in the strictest confidence and it is the objective of Intentional Retirement to protect the privacy of all clients. Except as permitted or required by law, Intentional Retirement does not share confidential information about clients with non-affiliated parties. In the event that there were to be a change in this policy, Intentional Retirement will provide clients with written notice and clients will be provided an opportunity to direct Intentional Retirement as to whether such disclosure is permissible.

To conduct regular business, Intentional Retirement can collect personal information from sources such as:

- Information reported by the client on applications or other forms the client provides to Intentional Retirement
- Information about the client's transactions implemented by Intentional Retirement or others
- Information developed as part of financial plans, analyses or investment advisory services

To administer, manage, service and provide related services for client accounts, it is necessary for Intentional Retirement to provide access to customer information within the firm and to non-affiliated companies, (e.g. TD Ameritrade), with whom Intentional Retirement has entered into agreements. To provide the utmost service, Intentional Retirement might disclose the information below regarding customers and former customers, as necessary, to companies to perform certain services on Intentional Retirement's behalf.

- Information Intentional Retirement receives from the client on applications (name, Social Security number, address, assets, etc.)
- Information about the client's transactions with Intentional Retirement or others (account information, payment history, parties to transactions, etc.)
- Information concerning investment advisory account transactions
- Information about a client's financial products and services transaction with Intentional Retirement

Since Intentional Retirement shares non-public information solely to service client accounts, Intentional Retirement does not disclose any non-public personal information about Intentional Retirement's customers or former customers to anyone, except as permitted by law. However, Intentional Retirement could also provide customer information outside of the firm as required by law, such as to government entities, consumer reporting agencies or other third parties in response to subpoenas. In the event that Intentional Retirement has a change to its customer privacy policy that would allow it to disclose non-public information not covered under applicable law, Intentional Retirement will allow its clients the opportunity to opt out of such disclosure.

Business Continuity Plan

Intentional Retirement has a business continuity and contingency plan in place designed to respond to significant business disruptions. These disruptions can be both internal and external. Internal disruptions will impact my ability to communicate and do business, such as a fire in the office building. External disruptions will prevent the operation of the securities markets or the operations of a number of firms, such as earthquakes, wildfires, hurricanes, terrorist attack or other wide-scale, regional disruptions.

My continuity and contingency plan has been developed to safeguard employees' lives and firm property, to allow a method of making financial and operational assessments, to quickly recover and resume business operations, to protect books and records, and to allow clients to continue transacting business.

The plan includes the following:

- Alternate locations to conduct business;
- Hard and electronic back-ups of records;
- Alternative means of communications with employees, clients, critical business constituents and regulators; and
- Details on the firms' employee succession plan

My business continuity and contingency plan is reviewed and updated on a regular basis to ensure that the policies in place are sufficient and operational.

Form ADV Part 2B: Brochure Supplement – Joseph R. Hearn

Item 1 – Cover Page

Joseph R. Hearn
Intentional Retirement, LLC
17117 Oak Drive, Suite D
Omaha, NE 68130
(402) 885-9090
www.intentionalretirement.com

Date of Supplement: March 2022

This brochure supplement provides information about Joseph R. Hearn that supplements the Intentional Retirement, LLC ("Intentional Retirement") disclosure brochure. You should have received a copy of that brochure. Please contact Joseph R. Hearn at 402-885-9090 or at joe@intentionalretirement.com if you did not receive Intentional Retirement's brochure or if you have any questions about the contents of this supplement.

Additional information about Joseph R. Hearn is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Joseph R. Hearn
Born 1972, CRD # 2647240

***Post-Secondary Educational Background*:**

University of Nebraska - Lincoln, Bachelor of Science in Finance: 1995

***Business Background*:**

Intentional Retirement, LLC, Managing Member and Investment Adviser Representative, 09/2020 to Present;
Intentional Retirement, LLC, Managing Member, 03/2004 to Present;
Teckmeyer Financial Services, LLC, Vice President, 06/1995 to 03/2021

Professional Designations

Chartered Retirement Planning Counselor (CRPC)

Charter Retirement Planning Counselor (CRPC); the College for Financial Planning® awards the Chartered Retirement Planning Counselor℠ AND CRPC® designation to students who:

- successfully complete the program;
- pass the final examination; and

- comply with the Code of Ethics, which includes agreeing to abide by the Standards of Professional Conduct and Terms and Conditions. Applicants must also disclose of any criminal, civil, self-regulatory organization, or governmental agency inquiry, investigation, or proceeding relating to their professional or business conduct. Conferment of the designation is contingent upon the College for Financial Planning's review of matters either self-disclosed or which are discovered by the College that are required to be disclosed.

Students must sign and return the Code of Ethics forms within six months of passing the final exam. Failure to complete and submit the forms within this time frame could result in termination of the individual's candidacy. If an individual wishes to apply for authorization to use the Marks in the future, he or she could be required to fulfill the initial designation requirements in place at the time of passing the exam.

Successful students receive a certificate and are granted the right to use the designation on correspondence and business cards for a two-year period.
Continued use of the CRPC® designation is subject to ongoing renewal requirements. Every two years individuals must renew their right to continue using the CRPC® designation by:

- completing 16 hours of continuing education;
- reaffirming to abide by the Standards of Professional Conduct, Terms and Conditions, and self-disclose any criminal, civil, self-regulatory organization, or governmental agency inquiry, investigation, or proceeding relating to their professional or business conduct; and
- paying a biennial renewal fee of $75.

Item 3 – Disciplinary Information

Joseph R. Hearn has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Insurance Agent

Joseph R. Hearn is independently licensed to sell insurance and annuity products through various insurance companies. When acting in this capacity, Joseph R. Hearn will receive commissions for selling insurance and annuity products.

Joseph R. Hearn is able to receive other incentive awards for the recommendation/sale of annuities and other insurance products. The receipt of compensation and other incentive benefits can affect the judgment of Joseph R. Hearn when recommending products to his clients. While Joseph R. Hearn endeavors at all times to put the interest of his clients first as a part of Intentional Retirement's overall fiduciary duty to clients, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest, and can affect Joseph R. Hearn's decision making process when making recommendations.

Clients are never obligated or required to purchase insurance products from or through Joseph R. Hearn and can choose any independent insurance agent and insurance company to purchase insurance products. Regardless of the insurance agent selected, the insurance agent or agency will receive normal commissions from the sale.

Other Business Activities of Company Principal

Joseph R. Hearn is an author and publisher of books, articles and blogs related to investing and retirement planning. He spends less than 10% of his time on this activity.

Item 5 – Additional Compensation

In addition to the description of additional compensation provided in Item 4, Joseph R. Hearn can receive additional benefits.

Certain product sponsors can provide Joseph R. Hearn with other economic benefits as a result of his recommendation or sale of the product sponsors' investments. The economic benefits received by Joseph R. Hearn from product sponsors can include but are not limited to, financial assistance or the sponsorship of conferences and educational sessions, marketing support, incentive awards, payment of travel expenses, and tools to assist Joseph R. Hearn in providing various services to clients.

Although Intentional Retirement and Joseph R. Hearn endeavor at all times to put the interest of its clients ahead of its own or those of its officers, directors, or representatives ("affiliated persons"), these arrangements could affect the judgment of Joseph R. Hearn when recommending investment products. These situations present a conflict of interest that can affect the judgment of affiliated persons including Joseph R. Hearn.

Item 6 – Supervision

Joseph R. Hearn is the Chief Compliance Officer of Intentional Retirement. He is responsible for overseeing and enforcing the firm's compliance programs that have been established to monitor and supervise the activities and services provided by the firm and its representatives. Joseph R. Hearn can be contacted at 402-885-9090.

Item 7 – Requirements for State-Registered Advisers

Joseph R. Hearn has not been involved in an arbitration award and has not been found liable in an arbitration claim alleging damages in excess of $2,500. He has not been involved in any award or found liable in any civil, self-regulatory organization, or administrative proceeding. Additionally, he has not been the subject of a bankruptcy petition.