TAR RIVER WEALTH PLANNING

Wrap Fee Program Brochure

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This Wrap Fee Program Brochure provides information about the qualifications and business practices of Tar River Wealth Planning, LLC (hereinafter "Tar River" or the "Firm"). If you have any questions about the contents of this brochure, please contact the Firm at the telephone number listed above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about the Firm is available on the SEC's website at www.adviserinfo.sec.gov. The Firm is a registered investment adviser. Registration does not imply any level of skill or training.

Item 2: Material Changes

In this Item, Tar River is required to discuss any material changes that have been made to the brochure since the last annual amendment. While certain information has been updated, the Firm has not made any material changes to the content of the brochure. We will provide you with an updated brochure, as required, based on the changes or new information, at any time without charge.

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Item 4: Services, Fees, and Compensation

A. Services

When Tar River Wealth Planning, LLC ("Tar River", "we", "us" or the "Adviser") is engaged to provide asset management services we will monitor your accounts to ensure that they are meeting your asset allocation requirements. If any changes are needed to your investments, we will make the changes. This Wrap Fee Program Brochure is provided as a supplement to the Tar River's Form ADV Part 2A ("Disclosure Brochure"). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting us as your investment adviser.

Under this Wrap Fee Program, Tar River offers a single, "bundled" fee for its asset management services, where it includes applicable securities transaction fees, custodial costs, certain mutual fund redemption fees, SEC exchange process fees, administrative fees, trade away transaction, and other fees and expenses (herein "Covered Costs") related to the management of Client accounts as part of the overall investment advisory fee. This is commonly referred to as a "Wrap Fee Program".

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of Covered Costs into the single "bundled" investment advisory fee.

As the sponsor of the Wrap Fee Program, Raymond James receives a portion of the wrap fee which is inclusive of the fee billed to Tar River Clients and is also referred to as the "Raymond James Financial Services Ambassador Account Wrap Fee Program" or the "Wrap Fee Program".

B. Program Costs

Advisory services provided by Tar River are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to Tar River. As the level of trading in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. Additionally, the Adviser's recommended Custodian does not charge securities transaction fees for exchange traded fund ("ETF") and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements.

As such, a Wrap Fee Program structure presents a conflict of interest as the Adviser has an incentive to limit the number of trades placed in the Client's account[s] or to utilize securities that have no transaction fees ("NTFs"). For example, if a Client's account is rarely traded or invested in securities with NTFs, the transaction fees the Client would have paid would be minimal, thus limiting the benefits of "wrapping" management fees and transaction fees.

Tar River seeks to mitigate this conflict by requiring that Advisory Persons acknowledge their fiduciary duty to place Client interests ahead of their own and of the Adviser; and to provide the Client with full and fair disclosure of the overall fees associated with their account[s]. Further, the Adviser's CCO reviews Client accounts periodically to evaluate the level of trading in the Client's accounts to validate that the wrap fee program remains in the Client's best interest as compared to the Client paying its own securities transaction fees.

In some instances, mutual funds may charge 12b-1 fees. Tar River does not receive any revenue from 12b-1 fees. The Adviser is in process of transitioning clients out of higher expense paying mutual funds that include 12b-1 fees.

For a complete discussion of expenses related to each mutual fund, you should read a copy of the prospectus issued by that fund. Tar River can provide or direct you to a copy of the prospectus for any fund that we recommend to you.

Please see Item 5 – Fees and Compensation of the firm's Form ADV 2A disclosure brochure for complete details on fees.

C. Fees

Advisory fees based on a percentage of AUM are payable quarterly, in advance, based on the value of the account as of the last trading day of the prior calendar quarter. Fees will be directly debited from the account in accordance with the client authorization in the Investment Management Agreement. Tar River's management fee ranges up to 1.35%. There is no required account minimum.

Separate account managers or intermediaries may also be used to manage a portion of the client's assets. The separate account manager fee will be disclosed to the client and is in addition to the Tar River management fee.

In accordance with the terms of Tar River's investment management agreement, the Management Fee will be calculated and paid to the Adviser each calendar quarter in advance based on the value of the Portfolio (or account in the Portfolio, as applicable) on the last trading day of the previous calendar quarter (or other applicable period). The Management Fee for the initial period will be based on the value of the Portfolio (or account in the Portfolio, as applicable) on the first date of the period. Partial periods will be prorated based on the number of days the Adviser provides the Services in the applicable quarter. In the event of termination, any paid but unearned fees will be promptly refunded to the Client based on the number of days that the Portfolio (or account in the Portfolio, as applicable) was managed, and any fees due to the Adviser will be invoiced or deducted from the assets in the Portfolio (or account in the Portfolio, as applicable) prior to termination. Fees will be prorated for additions to or withdrawals from the Portfolio/account exceeding $100,000 on a single day in the first or second month of the calendar quarter but not for any additions to or withdrawals from the Portfolio/account in the third month of the calendar quarter.

Clients whose fees are directly debited will provide written authorization to debit advisory fees from their accounts held by the Custodian directed by the Client. At least quarterly, Clients will receive a statement from the Custodian reflecting the fees to be debited. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's statement as the Custodian does not assume this responsibility.

Clients will incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s], which are not included as part of this Wrap Fee Program. All fees paid to Tar River for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. Additionally, fees related to Client-directed trades and account activity, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns, bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged back to the Client. Finally, securities transaction fees for Client-directed trades may be charged back to the Client.

The Adviser does not control or share in these fees. Clients are encouraged to review all fees charged by the fund[s], third parties and Tar River to fully understand the total fees to be paid. Please see Item 5.C – Other Fees and Expenses in the Disclosure Brochure. Additionally, for a complete discussion of expenses related to each mutual fund, please read a copy of the prospectus issued by that fund. Tar River can provide or direct you to a copy of the prospectus for any fund that we recommend to you.

D. Compensation

Tar River is the sponsor and portfolio manager of this Wrap Fee Program. Tar River receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

Item 5: Account Requirements and Types of Clients

Tar River provides advisory services to individuals, high-net-worth individuals, charitable organizations, and corporations. While the fee for each engagement is individually negotiated, Tar River's management fee ranges up to 1.35%. Under certain circumstances and in its sole discretion, Tar River may negotiate such minimums. There is no required account minimum.

Item 6: Portfolio Manager Selection and Evaluation

The Tar River Wrap Program was designed to simplify for clients the payment of management fees and brokerage expenses. The Program does not select advisers in addition to Tar River, which is the only Portfolio Manager for the Program. Please refer to additional information found in the following Items of ADV Part 2A, which accompanies this Wrap Brochure: Item 4 – Advisory Business; Item 6 – Performance-Based Fees and Side-By-Side Management; Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss; and Item 17 – Voting Client Securities

Item 7: Client Information Provided to Portfolio Managers

Tar River is the sponsor and sole portfolio manager for the Wrap Fee Program. The Adviser does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program.

Item 8: Client Contact with Portfolio Managers

Tar River is the only direct portfolio manager under the Tar River Wrap Program. No restrictions are placed on client's ability to contact or consult with Tar River.

Item 9: Additional Information

Tar River does not have any disciplinary information to disclose. Please see ADV Part 2A for more information in the following areas: Item 10 - Other Financial Industry Activities and Affiliations, Item 11 - Code of Ethics, Item 13 - Review of Accounts, Item 14 - Client Referrals and Other Compensation, and Item 18 - Financial Information.