

Item 1 – Cover Page

BARLOW WEALTH PARTNERS, LLC

**FORM ADV PART 2A
DISCLOSURE BROCHURE**

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Effective Date: July 21, 2023

This Form ADV 2A Brochure (“Disclosure Brochure”) provides information about the qualifications and business practices of Barlow Wealth Partners, LLC (“Barlow Wealth Partners” or the “Advisor”). If you have any questions regarding the contents of this Disclosure Brochure, please do not hesitate to contact our Chief Compliance Officer (“CCO”), Amy S. Jones, by telephone at (502) 308-4270 or by email at amy@barlowwealth.com. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority.

Barlow Wealth Partners is a registered investment advisor with the SEC. Registration with the SEC does not imply a certain level of skill or training. Additional information about Barlow Wealth Partners is available on the SEC’s website at <https://adviserinfo.sec.gov> by searching with our name of IARD# 325308.

Item 2 – Material Changes

Form ADV Part 2A – Disclosure Brochure requires registered investment advisors to amend their Brochure when information becomes materially inaccurate. If there are any material changes to the Advisor’s Disclosure Brochure, the Advisor is required to notify you and provide you with a description of the material changes.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- This update to the Disclosure Brochure is also to complete the Advisors 120 day SEC filing. Please see Item 4.D for updated Assets Under Management.
- The Advisor has made a change reflecting a new Chief Compliance Officer (“CCO”). As of April 21, 2023, Amy Jones is the CCO.
- The Advisor has updated its primary office location. Please see Item 1 Cover Page for this change.
- The Advisor has amended Item 5.A to update the range of fees. Please see Item 5.A for additional information.

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Item 4 – Advisory Business

A. Description of the Advisory Firm

Barlow Wealth Partners, LLC (“Barlow Wealth Partners” or the “Advisor”) is a limited liability company (“LLC”) which was organized in the State of Delaware in April 2021. Barlow Wealth Partners commenced operations as a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”) in April 2023. The principal officer of Barlow Wealth Partners is Barry O. Barlow (Managing Partner).

All statements in this Disclosure Brochure, including those made in the present tense, describe the prospective business of Barlow Wealth Partners.

B. Types of Advisory Services

Barlow Wealth Partners provides investment advisory services to individuals, including high net worth individuals, and entities, including family offices, trusts, estates, private foundations, charities, small businesses, and pension and retirement/profit-sharing plans, on a fee-only basis. These services include investment management services where Barlow Wealth Partners manages client assets on a discretionary and/or non-discretionary basis. Barlow Wealth Partners may also assist clients in determining their financial objectives, identifying financial issues, analyzing cash flow, tracking and reporting on financial assets, and counselling on issues related to education funding, retirement planning, risk management, gifting, and tax and estate planning.

Investment Management Services

Barlow Wealth Partners Wealth Advisors provides discretionary management of client investment portfolios on a customized and individualized basis, in accordance with clients’ needs. The Advisor primarily invests client assets in equity securities of individual companies, and to a lesser extent invest client assets in bonds, in accordance with their financial goals, liquidity constraints, time horizon, lifestyle, risk tolerance and tax sensitivity. Barlow Wealth Partners Wealth Advisors also uses options in some client portfolios.

Barlow Wealth Partners primarily allocates client assets to the Barlow Wealth Partners Wrap Program (the “Wrap Fee Program”), an arrangement where the client pays a single fee (the “Program Fee”) based on a percentage of the client’s assets under management, for the Advisor’s investment advice, custody and commissions and transaction charges for securities transactions executed at a designated custodian. Barlow Wealth Partners is the sponsor and manager of the Wrap Fee Program.

Clients are advised to promptly notify the Advisor if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if Barlow Wealth Partners determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the Advisor’s management efforts.

ERISA Services

Barlow Wealth Partners provides investment management services to retirement plans under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) on either a discretionary or nondiscretionary basis, depending on the client. Barlow Wealth Partners acknowledges its status as an ERISA fiduciary under either ERISA sections 2(21) or 3(38), as applicable, when providing investment management services. Barlow Wealth Partners’ fiduciary services to ERISA Plans include preparing an

investment policy statement, screening and selecting investment options for the plan, selecting a qualified default investment alternative, providing quarterly investment reports, attending the investment committee meetings, and, if the services are discretionary, creating and managing portfolios based on a range of varying target asset allocations. Barlow Wealth Partners' non-fiduciary services to ERISA plans can include providing education regarding general investment principles and the investment options in the plan to participants.

Financial Planning and Consulting Services

Barlow Wealth Partners may provide a variety of financial planning and consulting services to clients. Such engagements are part of the investment advisory engagement. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to cash flow analysis, investment planning, retirement planning, estate planning, personal savings, educational savings, and other areas of a client's financial situation.

A financial plan developed for or financial consultation rendered to a client will typically include general recommendations for a course of activity or specific actions to be taken by the client. For example, recommendations may be made that the client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Barlow Wealth Partners may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if Barlow Wealth Partners recommends its own services, as such a recommendation may increase the advisory fees paid to the Advisor. The client is under no obligation to act upon any of the recommendations made by Barlow Wealth Partners under a financial planning or consulting engagement to engage the services of any such recommended professional, including Barlow Wealth Partners itself.

C. Client-Tailored Advisory Services

The Advisor's investment advice is customized and tailored to the unique goals, objectives and needs of each client. The Advisor seeks to understand the client's goals, objectives, time horizon, tax position and attitude toward risk and reward. The stated goals and objectives for each client are reflected in the client's overall recommended financial and investment program and advice that is provided on an ongoing basis.

D. Assets Under Management

As of July 13, 2023 Barlow Wealth Partners manages \$890,183,536 in Client assets, \$772,355,663 of which are on a discretionary basis and \$117,827,873 of which are on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

E. Wrap Fee Program

As noted above, Barlow Wealth Partners is the sponsor and manager of the Wrap Fee Program. When deemed to be in the client's best interest, the Advisor includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". Depending on the level of trading required for a client's account[s] in a particular year, a client may pay a higher or lower aggregate fee than if investment management and brokerage services were purchased separately. Please see Appendix 1 of the Advisor's Disclosure Brochure, which may be requested by calling the Advisor's CCO at the number on the first page of this Disclosure Brochure.

Item 5 – Fees and Compensation

A. Fees for Advisory Services

The Advisor charges an advisory fee that is agreed upon with each client and set forth in an agreement executed by the Advisor and the client. Barlow Wealth Partners' fee for investment advisory services is negotiable and varies based on several factors, including, but not limited to, the size of the client relationship, the type, nature and complexity of the investment strategies, products and investments utilized, service intensity, degree of custom work, number of entities, number of family members served and travel requirements. The advisory fee generally ranges between .60% and 1.00% annually of the total assets under management or advisement, payable monthly. Clients receiving similar services may be billed at different rates as fees are negotiable and/or dependent upon the specific nature of the agreement. If based on a percentage of assets under management or advisement, the advisory fee for the initial month is payable on a *pro rata* basis, in arrears, based on the period ending value of the net billable assets under management provided to the Advisor by third-party sources such as pricing services, custodians, fund managers and administrators, and client-provided sources. For subsequent months, the management fee is generally payable in advance based on the net billable asset value of the client's account(s) on the last day of the previous month provided to the Advisor by third-party sources such as pricing services, custodians, fund managers and administrators, and client-provided sources.

Clients have five (5) business days from the date of execution of the client agreement to terminate Barlow Wealth Partners' services. The investment advisory agreement between the Advisor and the client may be terminated at will by either the Advisor or the client upon written notice. Barlow Wealth Partners does not impose termination fees when the client terminates the investment advisory relationship, except when agreed upon in advance. In the event the investment advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding or unearned portion of the fee is charged or refunded to the client, as appropriate.

The Advisor offers its clients financial planning services. Such services, for some clients, may be included as part of the annual advisory fee. Clients may also enter into a separate agreement with Barlow Wealth Partners for financial planning services. Such fee is negotiable, and is based on either an hourly rate that varies, depending on the experience, knowledge, and skill of those performing the services on behalf of the Advisor, or a flat fee agreed upon in writing by the Advisor and the client.

The hourly rate for ad-hoc and project-based consultations for clients varies depending on the services provided and the experience, knowledge, and skill of those performing the services on behalf of the Advisor. Hourly rates may generally range from \$150 to \$750 per hour. The scope and charges of all hourly ad-hoc work must be agreed-upon in writing by the Advisor and the client before any billing begins.

B. Payment of Fees

Clients are generally required to have the Advisor's annual advisory fee deducted from the client's account(s) held at the client's custodian. Upon engaging Barlow Wealth Partners to manage such account(s), a client grants the Advisor this limited authority through a written instruction to the custodian of his/her account(s). The client is responsible to verify the accuracy of the calculation of the advisory fee; the custodian will not determine whether the fee is accurate or properly calculated. The fee is billed in advance on a monthly basis, as described above in Item 5.A. A client may utilize the same procedure for the payment of financial planning or consulting fees if the client has accounts held at a custodian.

The custodian of the client's accounts provides each client with a statement, at least quarterly, indicating separate line items for all amounts disbursed from the client's account(s), including any fees paid directly to Barlow Wealth Partners.

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Clients may make additions to and withdrawals from their account(s) at any time, subject to Barlow Wealth Partners' right to terminate an account. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets at any time on notice to the Advisor, subject to the usual and customary securities settlement procedures. However, the Advisor generally designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. Barlow Wealth Partners may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees, fees assessed at the mutual fund level (e.g. contingent deferred sales charges) and/or tax ramifications.

C. Clients Responsible for Fees Charged by Financial Institutions

In connection with the Advisor's management of client assets, a client will incur fees and/or expenses separate from the Advisor's annual advisory fee. These additional fees and charges may include transaction charges and the fees/expenses charged by any custodian, subadvisor, mutual fund, transfer taxes, odd lot differentials, exchange fees, interest charges, ADR processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law, retirement plan account fees (where applicable), margin interest, brokerage commissions, mark-ups or mark-downs and other transaction-related costs, electronic fund and wire fees, and any other fees that reasonably may be borne by a brokerage account. These fees and/or expenses are separate from and in addition to the Advisor's annual advisory fee. The client is responsible for all such fees and expenses. These fees are charged by and paid to the broker/dealer or custodian from the clients' accounts. The Advisor does not receive, directly or indirectly, any portion of these fees charged to our client. In addition, none of the Advisor's employees receive (directly or indirectly) any compensation from the purchase or sale of securities or investments for clients.

Clients may from time to time have cash assets invested in money-market funds which charge a management fee on the assets invested in the money-market funds. The Advisor may also charge a fee on cash invested in money-market funds when such cash is considered available for long-term investment. The Advisor may choose not to bill clients on cash or other asset classes or products as a concession to clients in certain circumstances.

D. Prepayment of Fees

As noted in Item 5(B) above, Barlow Wealth Partners' advisory fee generally is paid in advance. Upon the termination of a client's advisory relationship, Barlow Wealth Partners will issue a refund equal to any unearned management fee for the remainder of the month.

E. Outside Compensation for the Sale of Securities or Other Investment Products to Clients

Barlow Wealth Partners does not receive compensation for securities transactions in any client account, other than the investment advisory fees noted above.

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

Barlow Wealth Partners does not charge performance-based fees or participate in side-by-side management.

Item 7 – Types of Clients

Barlow Wealth Partners offers investment advisory services to individuals, including high net worth individuals, and entities, including, but not limited to, family offices, trusts, estates, private foundations, charities, small businesses, and pension and retirement/profit-sharing plans.

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

The Advisor's investment philosophy seeks to provide above-average total returns for clients through long-term investment in individual equity and fixed-income securities. The Advisor seeks to invest in companies that have business models that can generate attractive long-term returns for clients. The Advisor does not invest in any pooled or collective vehicles such as hedge funds or private equity funds.

Central to every investment decision the Advisor makes on behalf of clients is the Advisor's proprietary fundamental research process. The Advisor has an Investment Committee, with two individuals who hold the Chartered Financial Analyst® designation. The Advisor invests significant time and resources into a research process. The Advisor utilizes fundamental, top-down, bottom-up analysis for determining investment decisions. The Advisor's research analysis includes the study of company annual reports, prospectuses, filings with the Securities and Exchange Commission and press releases. The Advisor also relies on various third parties including investment research organizations and consultants as necessary.

The Advisor employs a strategy that derives its advantage from its flexibility. The Advisor invests in companies of all sizes. Since the Advisor is not constrained by company size, style, or geography, the Advisor can identify what it considers to be the best investment opportunities available in the market, regardless of how they may be classified by the broader investment community. The Advisor generally is a long-term investor that believes clients benefit primarily from the growth and cash generation of the companies in which the Advisor invests, rather than any trading strategies the Advisor could employ.

Client portfolios with similar investment objectives and asset allocation goals may own different securities and investments. The client's portfolio size, tax sensitivity, desire for simplicity, long-term wealth transfer objectives, time horizon and choice of custodian are all factors that influence the Advisor's investment decisions.

Barlow Wealth Partners does not represent, imply or guarantee that the services or methods of analysis used by Barlow Wealth Partners to make investment recommendations can or will produce successful results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or crashes. Clients are advised that the recommendations offered by Barlow Wealth Partners are not legal or tax advice.

B. Material Risks

All investments in securities include a risk of loss of principal (invested amount) and any profits that have not been realized (securities that have not been sold to “lock in” the profit), which clients should be prepared to bear. Stock markets and bond markets can fluctuate substantially over time, and performance of any investment or portfolio is not guaranteed. As a result, there is a risk of loss in the value of the assets we manage for our clients. We cannot guarantee any level of performance or that clients will not experience a loss in their account assets. *Past performance of a security is not necessarily indicative of future performance or risk of loss.*

The Advisor invests in equity securities. Investing in equity securities generally involves becoming an owner in the issuer company and participating fully in its economic risks. The value of equity securities generally varies with the performance of the issuer and movements in the equity markets. As a result, clients may suffer losses if they invest in equity instruments of issuers whose performance diverges from the Advisor’s expectations or if equity markets generally move in a single direction.

The Advisor invests in fixed income securities, such as bonds. An issuer of bonds has agreed to return the face value of the security to the holder at maturity. Most bonds pay investors a fixed rate of interest income. Bonds carry risks that include the risk that the issuer will default on payment of principal, fluctuation in interest rates, inflation and counterparties’ inability to meet contractual obligations. The Advisor does invest in below-investment grade, which have an elevated risk of issuer default.

The following risks could cause the equities and fixed income securities and other investments managed for clients to decrease in value:

- **Market Risk**: The price of securities may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security’s or a fund’s particular underlying circumstances. For example, changes in political, economic and social conditions may trigger adverse market events.
- **Interest-Rate Risk**: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Event Risk**: An adverse event, such as a pandemic or government shutdowns, affecting a particular company or that company’s industry could depress the price of a client’s investments in that company’s stocks or bonds. The company, government or other entity that issued bonds in a client’s portfolio could become less able to, or fail to, repay, service or refinance its debts, or the issuer’s credit rating could be downgraded by a rating agency. Adverse events affecting a particular country, including political and economic instability, could depress the value of investments in issuers headquartered or doing business in that country.
- **Liquidity Risk**: Securities that are normally liquid may become difficult or impossible to sell at an acceptable price during periods of economic instability or other emergency conditions. Some securities may be infrequently or thinly traded even under normal market conditions.

- Domestic and/or Foreign Political Risk: The events that occur in the U.S. relating to politics, government, and elections can affect the U.S. markets. Political events occurring in the home country of a foreign company such as revolutions, nationalization, and currency collapse can have an impact on the security.
- Inflation Risk: Countries around the globe may be more, or less, prone to inflation than the U.S. economy at any given time.
- Currency Risk: Overseas investments are subject to fluctuations in the value of the U.S. dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Reinvestment Risk: This risk is that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- Regulatory/Legislative Developments Risk: Regulators and/or legislators may promulgate rules or pass legislation that places restrictions on, adds procedural hurdles to, affects the liquidity of, and/or alters the risks associated with certain investment transactions or the securities underlying such investment transactions. Such rules/legislation could affect the value associated with such investment transactions or underlying securities.
- Illiquid Securities: Investments in certain equity or fixed income securities may underperform publicly offered and traded securities because such investments:

Typically require investors to lock-up their assets for a period and may be unable to meet redemption requests during adverse economic conditions;

Have limited or no liquidity because of restrictions on the transfer of, and the absence of a market for, interests in these securities;

Are more difficult to monitor and value due to a lack of transparency and publicly available information about these securities;

Involve different risks than investing in publicly offered and traded securities. These risks may include those associated with more concentrated, less diversified investment portfolios, investment leverage and investments in less liquid and non-traditional asset classes.

Risks of Specific Securities

Initial Public Offerings

Investments in initial public offerings (or shortly thereafter) may involve higher risks than investments issued in secondary public offerings or purchases on a secondary market due to a variety of factors, including, without limitation, the limited number of shares available for trading, unseasoned trading, lack of investor knowledge of the issuer and limited operating history of the issuer. In addition, some companies in initial public offerings are involved in relatively new industries or lines of business, which may not be widely understood by investors. Some of these companies may be undercapitalized or regarded as developmental stage companies, without revenues or operating income, or the near-term prospects of achieving them. These factors may contribute to substantial price volatility for such securities and, thus, for the value of the company's shares.

Options Trading

Certain strategies employed by the Advisor may involve the use of options.

Investments in options contracts have the risk of losing value in a relatively short period of time. Options are investments whose ultimate value is determined from the value of the underlying investment. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Call Options. The seller (writer) of a call option which is covered (*i.e.*, the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium investment in the call option.

Put Options. The seller (writer) of a put option which is covered (*i.e.*, the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing its entire investment in the put option.

Cybersecurity

The computer systems, networks and devices used by Barlow Wealth Partners and service providers to Barlow Wealth Partners and clients to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, human error, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks, or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. Cybersecurity breaches may cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by the Advisor and its service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties. In addition, substantial costs may be incurred by these entities in order to prevent any cybersecurity breaches in the future.

Business Continuity Risks

Barlow Wealth Partners' business operations may be vulnerable to disruption in the case of catastrophic events such as fires, natural disaster, terrorist attacks or other circumstances resulting in property damage, network interruption and/or prolonged power outages. Although the Advisor has implemented measures to manage risks relating to these types of events, there can be no assurances that all contingencies can be planned for. These risks of loss can be substantial and could have a material adverse effect on the Advisor and investments therein.

Outbreak Risks

An epidemic outbreak or pandemic, and reactions thereto could cause uncertainty in markets and businesses, including Barlow Wealth Partners' business, and may adversely affect the performance of the global economy, including causing market volatility, market and business uncertainty and closures, supply chain and travel interruptions, the need for employees and vendors to work at external locations, and extensive medical absences. Barlow Wealth Partners has policies and procedures to address known situations, but because a large epidemic or pandemic may create significant market and business uncertainties and disruptions, not all events that could affect Barlow Wealth Partners' business and/or the markets can be determined and addressed in advance.

Item 9 – Disciplinary Information

Registered investment advisors are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of Barlow Wealth Partners and the integrity of Barlow Wealth Partners' management. Barlow Wealth Partners has no information to disclose applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Barlow Wealth Partners nor any of its employees are registered as a broker-dealer or a registered representative of a broker-dealer.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions

A. Description of Code of Ethics

Barlow Wealth Partners has adopted a Code of Ethics (the "Code") pursuant to SEC rule 204A-1. The Code provides that each employee place the interests of Advisor's clients ahead of his/her own. The Code covers the following areas: Prohibited and Restricted Activities, Reporting Requirements, Certification of Compliance, Confidentiality, Recordkeeping Requirements, Insider Trading, and Compliance with Laws and Regulations. The Advisor's Chief Compliance Officer will provide a copy of the Code to any client or prospective client upon request.

B. Recommendations Involving Material Financial Interests

Barlow Wealth Partners allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of clients. Barlow Wealth Partners does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Barlow Wealth Partners does not have a material interest in any securities traded in client accounts.

C. Personal Trading in Same Securities as Clients

Barlow Wealth Partners allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through internal policies and procedures. As noted above, the **Advisor** has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Barlow Wealth Partners have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Barlow Wealth Partners' required reporting of personal securities trades by its employees for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Barlow Wealth Partners allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. At no time will Barlow Wealth Partners transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

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

Barlow Wealth Partners does not have discretionary authority to select the broker-dealer/custodian (the "Custodian") for custody and execution services. However, Barlow Wealth Partners generally recommends that its clients utilize the custody and brokerage services of an unaffiliated Custodian with which Barlow Wealth Partners has an institutional relationship. Currently, this includes Fidelity Brokerage Services, LLC ("Fidelity"), which is a "Qualified Custodian" as that term is described in Rule 206(4)-2 of the Investment Advisers Act of 1940, Fidelity provides custody of securities, trade execution, and clearance and settlement of transactions placed by Barlow Wealth Partners. If your accounts are custodied at Fidelity, Fidelity will hold client assets in a brokerage account and buy and sell securities when Barlow Wealth Partners instructs it to.

In deciding to recommend Fidelity, some of the factors that Barlow Wealth Partners considers include:

- Trade order execution and the ability to provide accurate and timely execution of trades;
- The reasonableness and competitiveness of commissions and other transaction costs;
- Access to a broad range of investment products;
- Access to trading desks;
- Technology that integrates within Barlow Wealth Partners' environment, including interfacing with Barlow Wealth Partners' portfolio management system;
- A dedicated service or back office team and its ability to process requests from Barlow Wealth Partners on behalf of its clients;

- Ability to provide Barlow Wealth Partners with access to client account information through an institutional website; and
- Ability to provide clients with electronic access to account information and investment and research tools.

Barlow Wealth Partners generally places portfolio transactions through the Custodian where the clients' accounts are custodied. In exchange for using the services of the Custodian, Barlow Wealth Partners may receive, without cost, computer software and related systems support that allows Barlow Wealth Partners to monitor and service its clients' accounts maintained with such Custodian.

Fidelity also makes available to the **Advisor** products and services that benefit the **Advisor** but may not directly benefit the client or the client's account. These products and services assist us in managing and administering client accounts. They include investment research, both Fidelity's own and that of third parties. Barlow Wealth Partners may use this research to service all or some substantial number of client accounts, including accounts not maintained at Fidelity.

In addition to investment research, Fidelity also makes available software and other technology that:

- provides access to client account data (such as duplicate trade confirmations and account statements);
- facilitates trade execution and allocates aggregated trade orders for multiple client accounts;
- provides pricing and other market data;
- facilitates payment of our fees from our clients' accounts; and
- assists with back-office functions, recordkeeping, and client reporting.

Fidelity also offers other services intended to help us manage and further develop our business enterprise. These services include:

- educational conferences and events;
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human resource consultants, and insurance providers.

Fidelity may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to the **Advisor**. Fidelity may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Fidelity may also provide Barlow Wealth Partners with other benefits such as occasional business entertainment of Barlow Wealth Partners personnel.

In connection with the launch of the Advisor, and the Advisor's intention to recommend that clients custody their assets with Fidelity, Fidelity has agreed to provide the Advisor with reimbursement of Transfer or Account Exit Fees. These funds will be used toward fees client accounts will bear if the accounts are

transferred to Fidelity. Fidelity has agreed to pay for eligible third-party vendor services and services such as certain marketing, technology, consulting and research expenses provided by Fidelity affiliates.

The reimbursement of transition-related expenses by Fidelity presents a conflict of interest because it will be used for the payment of expenses that do not directly benefit client accounts. The financial benefits received from Fidelity do not reduce the investment management fees clients pay to Barlow Wealth Partners. These products and services from Fidelity benefit Barlow Wealth Partners in that Barlow Wealth Partners does not have to purchase them. The benefits provide an incentive for Barlow Wealth Partners to routinely recommend Fidelity as custodian over custodians who do not offer such products and services. Barlow Wealth Partners addressed this conflict through this disclosure and by reviewing the pricing of fees, expenses and quality of services offered by Fidelity and determining that the recommendation of Fidelity is in the best interest of clients.

Trade-Away Arrangements. Barlow Wealth Partners may offer certain qualified clients trading services which gives Barlow Wealth Partners the ability to execute trades through other broker-dealers when placing securities transactions on behalf of clients with assets custodied at Fidelity or another broker-dealer. In such instances where Barlow Wealth Partners trades away from Fidelity or another Custodian, the account will incur a trade-away fee from a Custodian for each transaction that is executed on a trade-away basis. The fee is separate from the commission/transaction fee or mark-up/mark-down imposed by the broker-dealer through which the trade was executed.

Trading away may be advantageous for the client because:

- the broker-dealer may have expertise in a particular security or market;
- the broker-dealer makes a market in a particular security;
- a particular security is thinly traded; or
- the broker-dealer can identify a counter-party for a trade.

A client may pay higher net execution costs than he/she would have paid if the transaction were placed through the Custodian holding his or her assets.

Barlow Wealth Partners will periodically review its arrangements with Custodian and other broker-dealers against other possible arrangements in the marketplace as it strives to achieve best execution on behalf of its clients. Barlow Wealth Partners maintains a list of broker-dealers that have been approved for trading clients' assets away from a Custodian. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including, but not limited to, the following:

a broker-dealer's trading expertise, including its ability to complete trades, execute and settle difficult trades, obtain liquidity to minimize market impact and accommodate unusual market conditions, maintain anonymity, and account for its trade errors and correct them in a satisfactory manner;

a broker-dealer's infrastructure, including order-entry systems, adequate lines of communication, timely order execution reports, an efficient and accurate clearance and settlement process, and capacity to accommodate unusual trading volume;

a broker-dealer's ability to minimize total trading costs while maintaining its financial health, such as whether a broker-dealer can maintain and commit adequate personnel when necessary, to complete trades, respond during volatile market periods, and minimize the number of incomplete trades;

a broker-dealer's ability to provide research and execution services, including advice as to the value or advisability of investing in or selling securities, analyses and reports concerning such matters as companies, industries, economic trends and political factors, or services incidental to executing securities trades, including clearance, settlement and custody; and

a broker-dealer's ability to provide services to accommodate special transaction needs, such as the broker-dealer's ability to execute and account for client-directed arrangements and soft dollar arrangements, participate in underwriting syndicates, and obtain initial public offering shares.

As described above, Fidelity provides to Barlow Wealth Partners, without cost, research and trade execution services. Fidelity makes these services available to similarly situated investment advisers whose clients custody their assets with Fidelity. Access to research and trade execution services is not predicated on the execution of client securities transactions (*e.g.*, not "soft dollars"). Barlow Wealth Partners has not entered into any formal "soft dollar" arrangements with broker-dealers.

Barlow Wealth Partners' clients may utilize qualified custodians other than Fidelity for certain accounts and assets, particularly where clients have a previous relationship with such qualified custodians. Barlow Wealth Partners may charge a fee to manage such assets held away from Fidelity.

Brokerage for Client Referrals

Barlow Wealth Partners does not select or recommend broker-dealers based solely on whether or not it may receive client referrals from a broker-dealer or third party.

Client-Directed Brokerage

Barlow Wealth Partners does not permit clients to direct brokerage.

Trade Errors

Barlow Wealth Partners' goal is to execute trades seamlessly and in the best interests of the client. In the event a trade error occurs, Barlow Wealth Partners endeavors to identify the error in a timely manner, correct the error so that the client's account is in the position it would have been had the error not occurred, and, after evaluating the error, assess what action(s) might be necessary to prevent a recurrence of similar errors in the future.

B. Trade Aggregation

To the extent that the **Advisor** determines to aggregate client orders for the purchase or sale of securities, including securities in which the **Advisor's** Supervised Persons may invest, the **Advisor** will generally do so in a fair and equitable manner in accordance with applicable rules promulgated under the Advisers Act and guidance provided by the staff of the SEC and consistent with policies and procedures established by the **Advisor**.

Item 13 – Review of Accounts

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

Barlow Wealth Partners monitors client investment accounts as part of a continuous and ongoing process. **Advisor** advisors periodically review client investment accounts with clients on both a formal and informal basis. These reviews may include the following:

- compare the account's allocation with stated goals and client cash-flows at time of review;
- review holdings and consider alternatives;
- monitor the size of individual securities relevant to their sectors, asset classes, and overall account size;
- analyze an account's composition and performance, income, appreciation, gains/losses, and asset allocation; and
- assess its performance.

The frequency and nature of the review varies from client to client, and is generally driven by client circumstances and desires, changes in the client's financial condition, market conditions, the type of strategy pursued by or for the client, and other considerations.

B. Other Reviews

Factors that might trigger a review, other than a periodic account review, include extraordinary events (*e.g.* severe market turbulence), change in the tax laws or major investment developments. Significant changes in a client's financial situation and/or objectives that are brought to the attention of Barlow Wealth Partners may also trigger a review.

C. Content and Frequency of Regular Reports Provided to Clients

Clients will receive brokerage statements no less than quarterly from the Custodian. Client brokerage statements will include all positions, transactions and fees relating to the client's account(s). These brokerage statements are sent directly from the Custodian to the client. The client may also establish electronic access to the Custodian's website so that the client may view these reports and their account activity. The **Advisor** encourages clients to review the official statements provided by the custodian, and to compare such statements with investment reports received from the **Advisor**.

Item 14 – Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients

Barlow Wealth Partners does not receive benefits from third parties for providing investment advice to clients.

B. Compensation to Non-Supervised Persons for Client Referrals

Barlow Wealth Partners does not currently have referral arrangements with third-party solicitors.

Item 15 – Custody

All clients must utilize a "qualified custodian" as detailed in Item 12. Clients are required to engage the custodian to retain their funds and securities and direct the **Advisor** to utilize the custodian for the client's securities transactions. The **Advisor**'s agreement with clients and/or the clients' separate agreement with the Custodian will authorize the **Advisor** through such Custodian to debit the client's account for the amount of the **Advisor**'s fee and to directly remit that fee to the **Advisor** in accordance with applicable custody rules.

The Custodian recommended by the **Advisor** has agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to the **Advisor**. The **Advisor** encourages clients to review the official statements provided by the custodian, and to compare such statements with investment reports received from the **Advisor**. For more information about Custodians and brokerage practices, see Item 12, Brokerage Practices.

The Advisor will accept authority granted to it by clients to disburse client funds to specific third parties through Standing Letters of Authorization (“SLOAs”). In accordance with the February 21, 2017 no-action letter issued by the SEC to the Investment Adviser Association (“No-Action Letter”),¹ The Advisor will act pursuant to the specific guidelines contained in the No-Action Letter, and therefore will not obtain a surprise examination.

Item 16 – Investment Discretion

Clients have the option of providing the Advisor with investment discretion on their behalf, pursuant to a grant of a limited power of attorney contained in the Advisor’s client agreement. By granting the Advisor investment discretion, a client authorizes the Advisor to direct securities transactions and determine which securities are bought and sold, the total amount to be bought and sold, and the costs at which the transactions will be effected. Clients may impose reasonable limitations in the form of specific constraints on any of these areas of discretion with the consent and written acknowledgement of the Advisor. *See also* Item 4(C), Client-Tailored Advisory Services.

Item 17 – Voting Client Securities

Unless the client directs otherwise in writing, the Advisor is responsible for voting client proxies. The client shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the account assets, including, but not limited to, class action lawsuits. The Advisor understands its duty to vote client proxies and to do so in the best interest of its clients. Furthermore, it is understood that any material conflicts between the Advisor’s interests and those of our clients with regard to proxy voting must be resolved before proxies are voted. The Advisor subscribes to a proxy monitor and voting agent service. Clients may request a copy of the Advisor’s written policies and procedures regarding proxy voting and/or information on how particular proxies were voted by contacting our CCO.

Item 18 – Financial Information

A. Balance Sheet

The Advisor does not require prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this Brochure.

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

Neither the Advisor nor its management has any financial conditions that are reasonably likely to impair its ability to meet contractual commitments to clients.

¹ Investment Adviser Association, SEC Staff No-Action Letter (Feb. 21, 2017), available at: <https://www.sec.gov/divisions/investment/noaction/2017/investment-adviser-association-022117-206-4.htm>

C. Bankruptcy Petitions in Previous Years

The Advisor has not been the subject of a bankruptcy petition.

BARLOW WEALTH PARTNERS LLC**FORM ADV PART 2A – Appendix 1 (“Wrap Fee Program Brochure”)*****Item 1 – Cover Page*****July 21, 2023**

This Form ADV Part 2A – Appendix 1 (“Wrap Fee Program Brochure”) provides information about the qualifications and business practices of Barlow Wealth Partners (“Barlow Wealth” or the “Advisor”) when offering services where securities transaction fees are combined with investment advisory fees into single fee (a “Wrap Fee Program”). If you have any questions about the content of this Wrap Fee Program Brochure, please do not hesitate to contact our Chief Compliance Officer (“CCO”), Amy S. Jones, by telephone at (502) 308-4270 or by email at amy@barlowwealth.com. The information in this Wrap Fee Program Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority.

Registration with the SEC does not imply a certain level of skill or training. Additional information about Barlow Wealth Partners is available on the SEC’s website at <https://adviserinfo.sec.gov> by searching with our name of IARD# 325308.

Item 2 – Material Changes

Form ADV Part 2A – Appendix 1 requires registered investment advisors to amend their Wrap Fee Program Brochure when information becomes materially inaccurate. If there are any material changes to the Advisor’s Disclosure Brochure, the Advisor is required to notify you and provide you with a description of the material changes.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has made a change reflecting a new Chief Compliance Officer (“CCO”). As of April 21, 2023, Amy Jones is the CCO.

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Item 4 – Advisory Business

A. Description of the Advisory Advisor

Barlow Wealth Partners, LLC (“Barlow Wealth Partners” or the “Advisor”) is a limited liability company (“LLC”) which was organized in the State of Delaware in April 2021. Barlow Wealth Partners commenced operations as a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”) in April 2023. The principal officer of Barlow Wealth Partners is Barry O. Barlow (Managing Partner).

All statements in this Wrap Fee Program Brochure, including those made in the present tense, describe the prospective business of Barlow Wealth Partners.

B. Types of Advisory Services

Barlow Wealth Partners provides investment advisory services to individuals, including high net worth individuals, and entities, including family offices, trusts, estates, private foundations, charities, small businesses, and pension and retirement/profit-sharing plans, on a fee-only basis. These services include investment management services where Barlow Wealth Partners manages client assets on a discretionary and/or non-discretionary basis. Barlow Wealth Partners Wealth Advisors may also assist clients in determining their financial objectives, identifying financial issues, analyzing cash flow, tracking and reporting on financial assets, and counselling on issues related to education funding, retirement planning, risk management, gifting, and tax and estate planning.

Investment Management Services

Barlow Wealth Partners Wealth Advisors provides discretionary management of client investment portfolios on a customized and individualized basis, in accordance with clients’ needs. The Advisor primarily invests client assets in equity securities of individual companies, and to a lesser extent invest client assets in bonds, in accordance with their financial goals, liquidity constraints, time horizon, lifestyle, risk tolerance and tax sensitivity. Barlow Wealth Partners Wealth Advisors also uses options in some client portfolios.

Barlow Wealth Partners primarily allocates client assets to the Barlow Wealth Partners Wrap Program (the “Wrap Fee Program”), an arrangement where the client pays a single fee (the “Program Fee”) based on a percentage of the client’s assets under management, for the Advisor’s investment advice, custody and commissions and transaction charges for securities transactions executed at a designated custodian. Barlow Wealth Partners is the sponsor and manager of the Wrap Fee Program.

Clients are advised to promptly notify the Advisor if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if Barlow Wealth Partners determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the Advisor’s management efforts.

ERISA Services

Barlow Wealth Partners provides investment management services to retirement plans under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) on either a discretionary or nondiscretionary basis, depending on the client. Barlow Wealth Partners acknowledges its status as an ERISA fiduciary under either ERISA sections 2(21) or 3(38), as applicable, when providing investment management services. Barlow Wealth Partners’ fiduciary services to ERISA Plans include preparing an

investment policy statement, screening and selecting investment options for the plan, selecting a qualified default investment alternative, providing quarterly investment reports, attending the investment committee meetings, and, if the services are discretionary, creating and managing portfolios based on a range of varying target asset allocations. Barlow Wealth Partners' non-fiduciary services to ERISA plans can include providing education regarding general investment principles and the investments options in the plan to plan participants.

Financial Planning and Consulting Services

Barlow Wealth Partners may provide a variety of financial planning and consulting services to clients. Such engagements are typically part of the investment advisory engagement, but may be pursuant to a separate financial planning engagement if agreed upon in advance by the client and Barlow Wealth Partners. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to cash flow analysis, investment planning, retirement planning, estate planning, personal savings, educational savings, and other areas of a client's financial situation.

A financial plan developed for or financial consultation rendered to a client will typically include general recommendations for a course of activity or specific actions to be taken by the client. For example, recommendations may be made that the client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Barlow Wealth Partners may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if Barlow Wealth Partners recommends its own services, as such a recommendation may increase the advisory fees paid to the **Advisor**. The client is under no obligation to act upon any of the recommendations made by Barlow Wealth Partners under a financial planning or consulting engagement to engage the services of any such recommended professional, including Barlow Wealth Partners itself.

Barlow Wealth Partners intends to retain experienced investment advisors in the near future to help implement the advisory services described in Item 4.B. Barlow Wealth Partners intends that some of these advisors will become executive officers of the Advisor.

C. Client-Tailored Advisory Services

The **Advisor's** investment advice is customized and tailored to the unique goals, objectives and needs of each client. The **Advisor** seeks to understand the client's goals, objectives, time horizon, tax position and attitude toward risk and reward. The stated goals and objectives for each client are reflected in the client's overall recommended financial and investment program and advice that is provided on an ongoing basis.

D. Assets Under Management

Barlow Wealth Partners reasonably anticipates that it will be eligible for registration with the SEC by the end of the 120-day period following its approval as an SEC-registered investment advisor. As of the date of this filing, Barlow Wealth Partners does not manage any assets on a discretionary or non-discretionary basis.

E. Wrap Fee Program Costs

As noted above, Barlow Wealth Partners is the sponsor and manager of the Wrap Fee Program. When deemed to be in the client's best interest, the Advisor includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". Depending on the level of trading required for a client's account[s] in a particular year, a client may pay a higher or lower aggregate fee than if investment management and brokerage services were purchased separately.

Advisory Services provided by Barlow Wealth Partners pursuant to the Wrap Fee Program may cost the Client more or less than purchasing these types of investment management services separately. When managing a client's account on a wrap fee basis, we receive as compensation for our investment advisory services, the balance of the total wrap fee you pay after custodial, trading and other management costs (including execution and transaction fees) have been deducted. Accordingly, we have a conflict of interest because we have a financial incentive to maximize our compensation by seeking to reduce or minimize the total costs incurred in your account(s) subject to a wrap fee.

The Advisor charges an annual advisory fee that is agreed upon with each client and set forth in an agreement executed by the Advisor and the client. Barlow Wealth Partners' fee for investment advisory services is negotiable and varies based on several factors, including, but not limited to, the size of the client relationship, the type, nature and complexity of the investment strategies, products and investments utilized, service intensity, degree of custom work, number of entities, number of family members served and travel requirements. The advisory fee generally ranges between .60% and 1.00% annually of the total assets under management or advisement, payable monthly. Clients receiving similar services may be billed at different rates as fees are negotiable and/or dependent upon the specific nature of the agreement. If based on a percentage of assets under management or advisement, the advisory fee for the initial month is payable on a *pro rata* basis, in arrears, based on the period ending value of the net billable assets under management provided to the Advisor by third-party sources such as pricing services, custodians, fund managers and administrators, and client-provided sources. For subsequent months, the management fee is generally payable in advance based on the net billable asset value of the client's account(s) on the last day of the previous month provided to the Advisor by third-party sources such as pricing services, custodians, fund managers and administrators, and client-provided sources.

Item 5 – Account Requirements and Types of Accounts

Barlow Wealth Partners offers investment advisory services to individuals, including high net worth individuals, and entities, including, but not limited to, family offices, trusts, estates, private foundations, charities, small businesses, and pension and retirement/profit-sharing plans.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection

Barlow Wealth Partners serves as the sponsor and portfolio manager for the Barlow Wealth Wrap Fee Program. The Advisor does not select third-party advisors to manage the Wrap Fee Program.

B. Related Persons

Barlow Wealth Partners' personnel or affiliates serve as portfolio manager[s] for services under this Wrap Fee Program. Barlow Wealth Partners only manages this Wrap Fee Program. Barlow Wealth Partners does not act as portfolio manager for any third-party wrap fee programs.

C. Supervised Persons

Barlow Wealth Partners' Supervised Persons serve as portfolio managers for the Wrap Fee Program described in this Wrap Fee Program Brochure. Please refer to the Items 4 and 8 of the Disclosure Brochure for details on the services provided by Barlow Wealth Partners. For information related to the background of Barlow Wealth Partners' Supervised Persons, please see Items 9 and 11 of the Disclosure Brochure.

D. Performance-Based Fees

Barlow Wealth Partners does not charge performance-based fees for its investment advisory services. The fees charged by the Advisor are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client. The Advisor does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients. Please see Item 6 of the Disclosure Brochure.

F. Methods of Analysis

The Advisor's investment philosophy seeks to provide above-average total returns for clients through long-term investment in individual equity and fixed-income securities. The Advisor seeks to invest in companies that have business models that can generate attractive long-term returns for clients. The Advisor does not invest in any pooled or collective vehicles such as hedge funds or private equity funds.

Central to every investment decision the Advisor makes on behalf of clients is the Advisor's proprietary fundamental research process. The Advisor has an Investment Committee, with two individuals who hold the Chartered Financial Analyst® designation. The Advisor invests significant time and resources into a research process. The Advisor utilizes fundamental, top-down, bottom-up analysis for determining investment decisions. The Advisor's research analysis includes the study of company annual reports, prospectuses, filings with the Securities and Exchange Commission and press releases. The Advisor also relies on various third parties including investment research organizations and consultants as necessary.

G. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Barlow Wealth Partners will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B of the Disclosure Brochure.

H. Voting Client Securities

Unless the client directs otherwise in writing, the Advisor is responsible for voting client proxies. The client shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the

account assets, including, but not limited to, class action lawsuits. The Advisor understands its duty to vote client proxies and to do so in the best interest of its clients. Furthermore, it is understood that any material conflicts between the Advisor's interests and those of our clients with regard to proxy voting must be resolved before proxies are voted. The Advisor subscribes to a proxy monitor and voting agent service. Clients may request a copy of the Advisor's written policies and procedures regarding proxy voting and/or information on how particular proxies were voted by contacting our CCO.

Item 7 – Client Information Provided to Portfolio Managers

Barlow Wealth Partners is required to describe the type and frequency of the information it communicates to any external managers that may be involved in managing its Clients' investment portfolios. Barlow Wealth Partners serves as the sole portfolio manager under this Wrap Fee Program and, as such, the Advisor has no information to disclose in relation to regarding this Item.

Item 8 – Client Contact with Portfolio Managers

There is no restriction on the Client's ability to contact Barlow Wealth.

Item 9 –Additional Information

Registered investment advisors are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of Barlow Wealth Partners and the integrity of Barlow Wealth Partners' management. Barlow Wealth Partners has no information to disclose applicable to this Item.

Neither Barlow Wealth Partners nor any of its employees are registered as a broker-dealer or a registered representative of a broker-dealer