WEALTHSPAN
PARTNERS, LLC

Wealthspan Partners, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: April 4, 2022

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Wealthspan Partners, LLC ("Wealthspan" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (563) 723-7301.

Wealthspan is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Wealthspan to assist you in determining whether to retain the Advisor.

Additional information about Wealthspan and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching for the Advisor's firm name or CRD# 297712.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of Wealthspan. For convenience, the Advisor has combined these documents into a single disclosure document.

Wealthspan believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Wealthspan encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

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

- The Advisor has moved office locations. The Advisor is now located at 5025 Utica Ridge Road, Suite 101, Davenport, IA 52807.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching for The Advisor's firm name or CRD# 297712. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (563) 723-7301.

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Item 4 – Advisory Services

A. Firm Information

Wealthspan Partners, LLC ("Wealthspan" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The Advisor was organized as a Limited Liability Company ("LLC") under the laws of the State of Florida in August 2018 and became a registered investment advisor in September 2018. Wealthspan is owned and operated by Brian J. Ramsay (Senior Wealth Partner and Chief Compliance Officer) and Mark D. Tholl (Senior Wealth Partner).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Wealthspan. For information regarding this Disclosure Brochure, please contact Brian J. Ramsay (Chief Compliance Officer) at (563) 723-7301.

B. Advisory Services Offered

Wealthspan offers investment advisory services to individuals, high net worth individuals, trusts, and estates, (each referred to as a "Client"). Wealthspan provides individualized services to each Client, which are determined during initial conversations and updated over the course of the relationship as needed or requested by the Client. However, all services offered fall into the Investment Management Services, also known as Asset Management Services, and Financial Planning Services. Customized solutions for Client are achieved through continuous personal contact and interaction while providing discretionary and non-discretionary investment management and financial planning services.

Wealthspan serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Wealthspan's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

<u>Investment Management Services</u>
Wealthspan works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Wealthspan will then construct a portfolio, consisting of primarily of exchange-traded funds ("ETFs"), mutual funds, individual equity securities, and individual fixed income securities. The Advisor may also utilize options and other types of investments, as appropriate, to meet the needs of each Client. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

The Client-specific investment objectives will be set forth in a written Investment Policy Statement describing items such as asset allocation, personal circumstances, goals, liquidity needs, etc. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor. Wealthspan will construct, implement and monitor the portfolio on a discretionary basis with respect to the Client's investment policy statement.

At no time will Wealthspan accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a

new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Financial Planning Services
Financial Planning Services are at the core of the Client relationship with Wealthspan. Financial planning is an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans while also understanding personal values, goals and objectives. Through the financial planning process, all questions, information and analysis are considered as they impact and are impacted by the entire financial and life situation of the Client.

Wealthspan will provide financial planning and consulting services to Clients either as a component of investment management services or pursuant to a written financial planning agreement. Services are offered in several areas depending on the Client's goals and objectives. Services may be for a defined scope or an ongoing engagement. Generally, such financial planning services will involve a written report which provides the Client with a detailed financial plan to assist the Client in achieving his or her financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, financial position, tax considerations, employee benefits, investment analysis, insurance analysis, retirement analysis, death and disability considerations, and estate planning.

Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly by the Client.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. Implementation of financial planning recommendations is entirely at the Client's discretion. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor. Wealthspan will work with Clients to implement recommendations and referrals to other professionals may be made where appropriate to meet the Client's needs.

C. Client Account Management

Prior to engaging Wealthspan to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Wealthspan, in connection with the Client, will develop an investment strategy that seeks to achieve the Client's goals and objectives.
- Portfolio Construction – Wealthspan will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Wealthspan will provide investment management and ongoing oversight of the Client's investment portfolio. Wealthspan will review Client portfolios at least annually.
- Financial Planning – Wealthspan provides initial and ongoing planning services, to assist Clients in meeting the financial goals.

D. Wrap Fee Programs

Wealthspan does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Wealthspan.

E. Assets Under Management

As of December 31, 2021, the Advisor manages $218,366,163 in discretionary assets and $6,955,532 in non-discretionary assets for a total of $225,321,695. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, at annual rate ranging from 0.25% to 1.50%, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average daily market value of assets under management during the month. Fees are based on several factors: including the level of assets to be managed, the scope and complexity of the Client engagement and the overall relationship. The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Wealthspan will be independently valued by the Custodian. Wealthspan will conduct periodic reviews of the Custodian's valuations.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Wealthspan, subject to the usual and customary securities settlement procedures. However, withdrawals from the Client's account[s] may impede the Advisor's ability to implement the investment strategy designed for the Client. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning Services

Wealthspan may include financial planning services as a component of investment management services or it may be offered as a stand-alone service. Project-based finanancial planning engagements may be offered at an hourly rate of up to $200 per hour or a fixed engagement fee. Ongoing financial planning engagements are offered for a fixed quarterly fee based on the scope of services to be provided. Fees may be negotiable at the sole discretion of the Advisor, based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or costs will be provided prior to establishing the advisory relationship.

B. Fee Billing

Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the end of each month. The amount due is calculated by applying the monthly rate to the average daily market value of assets under management during the month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting Wealthspan to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services
Financial planning fees for project-based engagements are invoiced by the Advisor upon completion of the agreed upon deliverable[s]. Financial planning fees for ongoing engagements are invoiced in advance of each quarterly period.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Wealthspan, in connection with investments made on behalf of the Client's account[s], if applicable. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, provided that the Client's accounts meet the terms and conditions of the Custodians brokerage requirements. However the Custodian typically charges for mutual funds and other types of investments. All fees paid to Wealthspan for investment advisory or financial planning services are separate and distinct from any and all other fees and expenses charged by broker-dealers/custodians, plan administrators, or any other expense associated with the Client's accounts.

Investments in mutual funds and ETFs also have an internal expense ratio charged by the product. These fees are described in each mutual fund or ETF prospectus. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services
Wealthspan is compensated for its services at the end of the month after investment management services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services
Wealthspan is compensated for its stand-alone financial planning services upon completion of the engagement deliverable[s]. For ongoing financial planning services, Wealthspan is compensated for at the beginning of the quarter after financial planning services are rendered. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. Hourly engagements will be billed the actual hours worked by the Advisor. Ongoing engagements are based on the actual days worked in the current period. Upon termination, the Advisor will promptly refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Wealthspan does not buy or sell securities and does not receive any 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

Wealthspan does not charge performance-based fees for its investment advisory services. The fees charged by Wealthspan are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Wealthspan 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.

Item 7 – Types of Clients

Wealthspan offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations and businesses. The amount of each type of Client is available on Wealthspan's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Wealthspan generally does not impose a minimum size for establishing a relationship.

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

A. Methods of Analysis

Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not a guarantee of future returns. The methods of analysis, tools and strategies utilized by Wealthspan may include any of the following:

Fundamental Analysis involves evaluating a security using real data such as company revenues, earnings, return on equity, and profit margins to determine underlying value and potential growth. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk.

Cyclical Analysis involves analyzing the cycles of the market. Cyclical analysis may involve inflation risk, market risk, and currency risk.

Behavioral Finance proposes psychology-based theories to explain stock market anomalies. It assumes the information structure and the characteristics of market participants systematically influence the investment decisions of individuals as well as the market outcomes.

Asset Allocation is an investment strategy used to balance risk and return according to a client's investment objective, risk tolerance and investment horizon. It is used to manage portfolio volatility by investment in different asset classes.

Diversification is a risk management strategy used to reduce the volatility of a portfolio by investing in different asset classes, different market sectors, and/or different companies.

B. 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. Wealthspan 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. While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks
The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks
The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks
The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Options Contracts
Investments in options contracts have the risk of losing value in a relatively short period of time. 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.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Wealthspan or any of its management persons. Wealthspan values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 297712.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Wealthspan and is Advisory Persons is to provide investment advisory services to its Clients. Neither Wealthspan nor its Advisory Persons are involved in other business endeavors. Wealthspan does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

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

A. Code of Ethics

Wealthspan has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Wealthspan ("Supervised Persons"). The Code was

developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Wealthspan and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Wealthspan's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (563) 723-7301.

B. Personal Trading with Material Interest

Wealthspan allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Wealthspan 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. Wealthspan does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Wealthspan 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 recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons has 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 Wealthspan requiring reporting of personal securities trades by its Supervised Persons 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 Wealthspan 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 afterwards. **At no time will Wealthspan, or any Supervised Person of Wealthspan, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Wealthspan does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Wealthspan to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Wealthspan does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Wealthspan does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by Wealthspan. However, if the recommended Custodian is not utilized the Advisor may be limited in the services it can provide to the Client comparable to other Clients. Wealthspan may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or location of the Custodian's offices. Wealthspan will generally recommend that Clients establish their account[s] at Fidelity Clearing & Custody Solutions and related entities of Fidelity Investments, Inc. (collectively "Fidelity"). Fidelity is a FINRA-registered broker-dealer and member SIPC and will serve as the Client's "qualified custodian". Wealthspan maintains an institutional relationship with Fidelity whereby the Advisor receives economic benefits from Fidelity. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **Wealthspan does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from Fidelity. Please see Item 14 below.**

2. Brokerage Referrals - Wealthspan does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Wealthspan will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s], unless separately instructed by the Client. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Wealthspan will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results considering such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Wealthspan will execute its transactions through the Custodian as authorized by the Client. Wealthspan may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Wealthspan and periodically by the CCO. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Wealthspan if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. 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. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Wealthspan

Wealthspan is a fee-only advisory firm, that is compensated solely by its Clients and not from any investment product. Wealthspan does not receive commissions from product sponsors or broker-dealers. Wealthspan may refer Clients to various unaffiliated professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Wealthspan may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform

Wealthspan has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. Access to the Fidelity platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor has received financial support from Fidelity to assist the Advisor in the launch of its advisory firm. The following benefits are also received from Fidelity: reimbursement to Clients for transfer costs to the platform/custodian; financing services, receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

B. Client Referrals from Solicitors

Wealthspan does not engage paid solicitors for Client referrals.

Item 15 – Custody

Wealthspan does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees and certain money movement authority as described below. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Wealthspan to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Wealthspan to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Wealthspan generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Wealthspan. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Wealthspan will be in accordance with each Client's investment objectives and goals.

Wealthspan may manage accounts on a non-discretionary basis. In these instances, Wealthspan provides recommendations to Clients and if recommendations are approved, Wealthspan will implement in accordance with the Client's instructions.

Item 17 – Voting Client Securities

Wealthspan does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. If the Client elects to direct proxies to the Advisor, such election does not result in the authority for the Advisor to vote such proxies. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Wealthspan, nor its management, have any adverse financial situations that would reasonably impair the ability of Wealthspan to meet all obligations to its Clients. Neither Wealthspan, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Wealthspan is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of $1,200 or more for services to be performed six months or more in advance.

Form ADV Part 2B – Brochure Supplement

for

Brian J. Ramsay, CFP®, CIMA®, CPWA®
Senior Wealth Partner and Chief Compliance Officer

Effective: April 4, 2022

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Brian J. Ramsay, CFP®, CIMA®, CPWA® (CRD# 4014246) in addition to the information contained in the Wealthspan Partners, LLC ("Wealthspan" or the "Advisor", CRD# 297712) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Wealthspan Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (563) 723-7301.

Additional information about Mr. Ramsay is available on the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4014246.

Item 2 – Educational Background and Business Experience

Brian J. Ramsay, CFP®, CIMA®, CPWA® born in 1977, is dedicated to advising Clients of Wealthspan as a Senior Wealth Partner. Mr. Ramsay earned a Bachelor of Arts in Marketing from the Western Illinois University in 2001. Additional information regarding Mr. Ramsay's employment history is included below.

Employment History:

Senior Wealth Partner and Chief Compliance Officer, Wealthspan Partners, LLC	09/2018 to Present
Financial Advisor, Ameriprise Financial Services, Inc.	08/1999 to 09/2018

CERTIFIED FINANCIAL PLANNER™ ("CFP®")
The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP® Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Certified Investment Management Analyst℠ (CIMA®)
The CIMA certification signifies that an individual has met initial and ongoing experience, ethical, education, and examination requirements for investment management consulting, including advanced investment management theory and application. To earn CIMA certification, candidates must: submit an application, pass a background

check and have an acceptable regulatory history; pass an online Qualification Examination; complete an in-person or online executive education program at an AACSB accredited university business school; pass an online Certification Examination; and have an acceptable regulatory history as evidenced by FINRA Form U-4 or other regulatory requirements and have three years of financial services experience at the time of certification.

CIMA certificants must adhere to Investments & Wealth Institute's® Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification. The designation is administered through Investments & Wealth Institute®.

Certified Private Wealth Advisor™ ("CPWA®")
The CPWA® designation signifies that an individual has met initial and on-going experience, ethical, education, and examination requirements for the professional designation, which is centered on private wealth management topics and strategies for high-net-worth clients. Prerequisites for the CPWA® designation are: A Bachelor's degree from an accredited college or university or one of the following designations or licenses: CIMA®, CIMC®, CFA®, CFP®, ChFC®, or CPA® license; have an acceptable regulatory history as evidenced by FINRA Form U-4 or other regulatory requirements and five years of professional client-centered experience in financial services or a related industry. CPWA® designees have completed a rigorous educational process that includes self-study requirements, an in-class education component, and successful completion of a comprehensive examination. CPWA® designees are required to adhere to Investments & Wealth Institute's® *Code of Professional Responsibility* and *Rules and Guidelines for the use of the Marks*. CPWA® designees must report 40 hours of continuing education credits, including two ethics hours every two years to maintain the certification. The designation is administered through the Investments & Wealth Institute®.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Ramsay. Mr. Ramsay has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Ramsay.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Ramsay.***

However, the Advisor does encourage you to independently view the background of Mr. Ramsay on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4014246.

Item 4 – Other Business Activities

Mr. Ramsay is dedicated to the investment advisory activities of Wealthspan's Clients. Mr. Ramsay does not have any other business activities.

Item 5 – Additional Compensation

Mr. Ramsay is dedicated to the investment advisory activities of Wealthspan's Clients. Mr. Ramsay does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. Ramsay serves as a Senior Wealth Partner and Chief Compliance Officer of Wealthspan. Mr. Ramsay can be reached at (563) 723-7301.

Wealthspan has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Wealthspan. Further, Wealthspan is subject to regulatory oversight by various agencies. These agencies require registration by Wealthspan and its Supervised Persons. As a registered entity, Wealthspan is subject to examinations by regulators, which may be announced or unannounced. Wealthspan is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Form ADV Part 2B – Brochure Supplement

for

Mark D. Tholl, CFP®
Senior Wealth Partner

Effective: March 3, 2022

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Mark D. Tholl, CFP® (CRD# 2290346) in addition to the information contained in the Wealthspan Partners, LLC ("Wealthspan" or the "Advisor", CRD# 297712) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Wealthspan Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (563) 723-7301.

Additional information about Mr. Tholl is available on the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2290346.

Item 2 – Educational Background and Business Experience

Mark D. Tholl, CFP®, born in 1969, is dedicated to advising Clients of Wealthspan as a Senior Wealth Partner. Mr. Tholl also earned a Bachelor of Science in Finance, Summa Cum Laude, from the Illinois State University in 1992. In addition, Mr. Tholl attended the College of St. Francis. Additional information regarding Mr. Tholl's employment history is included below.

Employment History:

Senior Wealth Partner, Wealthspan Partners, LLC	09/2018 to Present
Financial Advisor, Ameriprise Financial Services, Inc.	05/1993 to 09/2018

CERTIFIED FINANCIAL PLANNER™ ("CFP®")
The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP® Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board's studies have determined as necessary for the competent and professional delivery of financial planning services and attain a bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct.* The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Tholl. Mr. Tholl has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Tholl.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Tholl.***

However, the Advisor does encourage you to independently view the background of Mr. Tholl on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2290346.

Item 4 – Other Business Activities

Mr. Tholl is dedicated to the investment advisory activities of Wealthspan's Clients. Mr. Tholl does not have any other business activities.

Item 5 – Additional Compensation

Mr. Tholl is dedicated to the investment advisory activities of Wealthspan's Clients. Mr. Tholl does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. Tholl serves as a Senior Wealth Partner of Wealthspan and is supervised by Brian Ramsay, the Chief Compliance Officer. Mr. Ramsay can be reached at (563) 723-7301.

Wealthspan has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Wealthspan. Further, Wealthspan is subject to regulatory oversight by various agencies. These agencies require registration by Wealthspan and its Supervised Persons. As a registered entity, Wealthspan is subject to examinations by regulators, which may be announced or unannounced. Wealthspan is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Privacy Policy

Effective: March 3, 2022

Our Commitment to You
Wealthspan Partners, LLC (“Wealthspan” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Wealthspan (also referred to as "we", "our" and "us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Wealthspan does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?
Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?
To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?
An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Wealthspan does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Wealthspan or the Client has a formal agreement with the financial institution. **We will only share information for purposes of servicing your accounts, not for marketing purposes.**	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Wealthspan does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy
We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?
You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (563) 723-7301.