Item 1 – Cover Page

GUIDEWAY FINANCIAL, LLC

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March 13, 2026

This Brochure provides information about the qualifications and business practices of Guideway Financial, LLC. If you have any questions about the contents of this Brochure, please contact Sharon Lear at (512) 487-7762 or sharon.lear@guidewayfinancial.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Guideway Financial, LLC is a State of Texas registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information about which you determine to hire or retain an adviser.

Additional information about Guideway Financial, LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Material Changes

Since our last filed amendment dated March 10, 2025, we have made the following material changes to our business:

- None

Pursuant to SEC Rules, we will ensure that active clients receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our firm's fiscal year at no charge. We may further provide other ongoing disclosure information about material changes as necessary with a new brochure, and without charge.

Currently, our Brochure may be requested by contacting Sharon Lear at (512) 487-7762, or by email at sharon.lear@guidewayfinancial.com. Brochures are provided free of charge.

Additional information about Guideway Financial, LLC is available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Guideway Financial, LLC who are registered as Investment Advisor Representatives.

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Item 4 – Advisory Business

A Guideway Financial, LLC ("GF") is a fee-only holistic financial planning firm that specializes in providing comprehensive financial planning and portfolio management services to individuals and families. GF is solely owned and operated by Sharon J. Lear, CFP®, MBA, who established GF in June 2013. GF offers a wide range of financial planning and investment management services. Unlike most traditional investment advisory firms that focus upon investment management, GF offers a comprehensive set of services to meet your retirement planning, tax planning, estate planning, risk management, and tax preparation needs, as well as portfolio management needs.

GF accepts discretionary and non-discretionary authority to execute investment recommendations. Discretionary authority allows GF to act on behalf of the Client in most matters necessary or incidental to the handling of the account, including monitoring certain assets, without the Client's prior approval. The decision as to whether to grant us discretionary authority over your accounts is made by you at the time of account opening and is detailed in the advisory agreement. Non-discretionary management is offered in certain cases, at the sole discretion of GF. Non-discretionary authority requires GF to obtain Client's prior approval of each specific transaction prior to executing investment recommendations. GF will only execute transactions for Clients when specifically requested and authorized by Client in writing). GF will be guided in investment choices by the financial plan or similar document used to establish Client's objectives and suitability, regardless of whether authority is discretionary or non-discretionary. The only restrictions on the above discretionary authority are those set by the Client on a case-by-case basis.

When the Client chooses to implement investments themselves, GF's role is to make financial planning and portfolio management recommendations. The Client is solely responsible to implement any recommendations made by GF.

Regardless of the implementation approach, the Client is not required to follow any recommendations made by GF, including the selection of other advisers.

In addition to the investment management and financial planning services provided, GF may publish periodicals or newsletters about financial topics of potential interest to Clients. GF may also offer educational seminars and workshops to Clients and potential Clients. For subject matter that extends outside the scope of GF's financial planning services, GF may assist the Client in the selection of other advisers with experience in the relevant area.

B, C GF and Client will enter into an agreement which details the scope of the relationship and responsibilities of both GF and Client. Advice and services provided under the agreement are tailored to the stated objectives of the Client(s).

Engagements Provided
Guideway Financial provides the following types of engagements:

Open Retainer, Fixed Fee Engagement
A Fixed Fee Engagement provides comprehensive financial planning and investment management services for a fixed fee. Clients will have regularly scheduled meetings throughout the engagement, depending on their individual situation. Besides scheduled meetings, additional face-to-face, virtual, e-mail and/or phone consultations are included at no additional charge.

Services may include, but are not limited to; analysis of financial goals, cash flow management, tax preparation, tax planning, insurance review, portfolio analysis, development of an asset allocation strategy, retirement planning, investment management, and review of the financial aspects of estate planning.

We discuss with the Client in detail critically important information such as the Client's risk tolerance, time horizon, and projected future needs, to formulate an investment policy. This policy guides us in objectively and suitably managing the Client's account. We meet with Clients as needed to review portfolio performance, discuss current issues, and re-assess goals and plans. Clients may impose restrictions on investing in certain securities or types of securities, subject to approval by GF. We abide by such restrictions when preparing the investment strategy.

Our approach uses broadly diversified portfolios and a systematic strategy to manage investments. Our investment recommendations generally include mutual funds, exchange traded funds (ETFs), and money market funds. We also recommend certificates of deposit, municipal securities, and U.S. government securities. If Clients hold other types of investments, we will advise them on those investments but do not recommend them to a Client excepting special circumstances. See Item 8 for a description of our investment strategy.

GF follows strict fiduciary standards, putting our Clients' interests before our own and seeking to avoid conflicts of interest with our Clients. GF is compensated only by our Clients.

Initial Year of Fixed Fee Engagement - GF will schedule meetings to cover those topics relevant to the Client, such as:

Financial fitness
Goal setting
Cash flow and spending
Retirement planning
Portfolio analysis
Recommend investments
Develop asset allocation strategies
Tax planning
Small business planning
Insurance analysis
Estate planning review
Tax preparation
Stock options and units
Pension analysis
Analysis of employee benefits
Education planning
Real estate analysis

Renewal Years of Fixed Fee Engagement - Typical scheduled meetings include:

Tax planning & Tax preparation	Re-optimization of portfolio
Goal setting/review	Rebalancing of assets
Investment review/update	Cash flow and spending

Financial planning and/or any financial services as requested or needed by Client.

A Fixed Fee Engagement includes Investment Management service, which the Client commences upon entering a separate agreement with either a custodian or order management system. Investment Management is the professional management of securities (stocks, bonds and other securities) and assets (e.g., real estate) in order to meet the Client's specified investment goals. With an Investment Management account, Clients engage GF to assist in developing a custom-tailored portfolio designed to meet their unique investment objectives. The investments in the portfolio account may include mutual funds, ETFs, stocks, bonds, etc. After Client assets are invested, we help to monitor and provide advice related to investment needs.

GF will monitor the account, trade as necessary, and communicate regularly with the Client. Circumstances shall be monitored in periodic account reviews, or by request at other times of the year. These reviews will be conducted in person, by telephone or web conference, and/or via a written inquiry/questionnaire. We will work with Clients on an ongoing basis toevaluate the asset allocation as well as rebalance the portfolio to keep it in line with investmentobjectives as necessary. We will be reasonably available to help with questions about the account.

Generally, GF manages assets on a discretionary basis, which means the Client has given us the authority to determine the following with/without specific consent:

- Securities to be bought or sold for your account
- Amount of securities to be bought or sold for your account
- Broker-dealer to be used for a purchase or sale of securities for your account

The Client shall have the ability to impose reasonable restrictions on the management of your account, including the ability to instruct us not to purchase certain mutual funds, stocks or other securities. These restrictions may be a specific company security, industry sector, asset class, or any other restriction you request. The restriction must be made in writing to GF and approved by GF.

Under certain conditions, securities from outside accounts may be transferred into your advisory account; however, we may recommend that you sell any security that we believe is not suitable for the current recommended investment strategy. The Client is responsible for any taxable events in these instances. Certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is not indicative of future results.

With an Investment Management account, the Client will enter a separate agreement with the custodian which authorizes the custodian to take instructions from us regarding all investment decisions for the account. GF will select the securities bought and sold and the amount to be

bought and sold, within the parameters of the objectives and risk tolerance of your account. The Client will be notified of any purchases or sales through trade confirmations and statements that are provided by the custodian. These statements list the total value of the account, itemize all transaction activity, and list the types, amounts, and total value of securities held. At all times the Client will maintain full and complete ownership rights to all assets held in the account, including the right to withdraw securities or cash, proxy voting and receiving transaction confirmations.

Trading may be required to meet allocation targets, after substantial cash deposits that require investment allocation, and/or after a request for a withdrawal that requires liquidation of a position. Additionally, the account may be reallocated periodically in order to optimize the asset allocation for the Client's goals, market changes, risk tolerance, and time frame. The allocation is dynamic since various factors can cause the optimization to result in a different target allocation than the original or prior years. This reallocation will occur on the schedule we have determined together. The Client will be responsible for any and all tax consequences resulting from any rebalancing or reallocation of the account.

GF offers an Order Management System through a third-party vendor to implement the investment strategy, optimize the portfolio, or rebalance on behalf of the Client for assets held in a "Held Away Account." Held Away assets are primarily the cash and securities held in 401(k) accounts, 403(b)s, HSAs, 529 plans, and other assets that do not reside at GF's custodian. The Client will enter a separate agreement with the Order Management System to authorize GF with access. We regularly review the current holdings and available investment options in these accounts, and GF implements trades in these accounts to carry out the Client's investment strategy as necessary. GF operates with discretionary authority under this system. Under no circumstances does GF have custody of the assets in a Held Away Account.

Project Retainer Engagement
If an Open Retainer, Fixed Fee Engagement is not desired or practical, limited project services are also offered on a per project basis. Project Retainer services have a fixed duration and are narrower in scope. They usually focus on one or more of the following areas: financial fitness assessment, goal setting, cash flow management, investment review, retirement planning, risk management, education planning, and estate planning. The service includes various Client consultations as well as written and/or oral recommendations resulting from such consultations. The Project Retainer does not constitute a comprehensive financial planning engagement and follow-up advice and/or implementation assistance is not providedfollowing the completion of the project. Tax planning may be incorporated into a project, although annual Tax Planning updates and Tax Preparation services are only conducted with ongoing Open Retainer engagements.

Unless otherwise stated, fees paid under a Project Retainer Engagement that is less than one year in duration are creditable toward a new Open Retainer, Fixed Fee Engagement for a period of up to 30 days following the conclusion of the services.

Tax Preparation and Tax Planning
Tax return preparation is not automatically included with any service engagement. At the Client's request, it may be purchased as a separate service when an Open Retainer engagement

is in place, for an additional fee. Tax planning analyses and recommendations may be made with any service and are considered within a financial plan. Annual tax planning services generally are offered to Clients with ongoing Service agreements, and at the sole discretion of GF.

Investment Advisory Engagement

GF previously offered an Investment Advisory service engagement. Although GF no longer offers this type of engagement, GF has "legacy" Clients that receive this service. Along with Investment Management services, an Investment Advisory Engagement includes financial planning and consulting services as specified in the Client's advisory agreement. For all types of engagements, the Client is obligated to notify us promptly of changes to financial situation, goals, objectives, or needs. We are available during normal business hours either by telephone, fax, email, or in person by appointment to answer questions.

Discretionary 3(38) Fiduciary Services

When a Client engages GF to perform "3(38) Fiduciary Services", GF acts as an "investment manager" (as defined in Section 3(38) of ERISA) with respect to the performance of discretionary fiduciary investment services. Under this arrangement GF is appointed by the Plan Sponsor or trustee and accepts discretion over plan assets and assumes full responsibility and liability for fiduciary functions concerning decisions related to the plan assets.

GF will review the investment options available to the Plan through documents provided by the Plan Sponsor and notify the Plan's record-keeper and/or the Plan Sponsor with GF's instructions to add, remove and/or replace these specific investment options offered to Plan Participants and/or used for administrative purposes under the Plan, according to the criteria set forth in guidelines selected by the Plan Sponsor. The Plan Sponsor retains all authority, responsibility and decision-making for investment options not available on the Plan record-keeper's platform (i.e., "non-core" investment options, such as employer stock, plan loans, self-directed brokerage accounts, frozen guaranteed investment contracts, and life insurance).

GF will retain final decision-making authority with respect to removing and/or replacing investments in the core line-up. The Plan Sponsor will not have responsibility to communicate instructions to any third-party, custodian and/or third-party administrator.

The data used to determine the investment options is based on a statistical analysis of historical returns. Past performance and the return estimates of the asset classes and the indexes that correspond to these asset classes may not be representative of actual future performance. Actual results could differ, based on various factors including the expenses associated with the management of the portfolio, the portfolio's securities versus the securities comprising the various indexes and general market conditions. GF has the responsibility and authority to determine the investment line-up including evaluating investment managers and mutual fund companies, individual mutual funds, and money market funds which may be retained or replaced.

GF will also monitor the current managed investment line-up. If GF determines that a fund no longer fits the Plan Sponsor's needs or goals, they will select alternatives and replace them.

GF acts as a discretionary investment manager for Sponsored Plans as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

Non-Discretionary 3(21) Fiduciary Services

When the Adviser performs "3(21) Fiduciary Services," the Adviser will act as a co-fiduciary "investment adviser" that provides "investment advice" as defined under Section 3(21) of ERISA. Under this arrangement the Adviser is appointed by the Plan Sponsor or trustee to determine a recommended line-up of investments to be included in the Plan. These recommendations are presented to the Plan Sponsor, who has the ultimate responsibility to accept or reject the recommendation. The Adviser will not have any further responsibility to communicate instructions to any third-party, including the custodian, and/or third-party administrator. The Adviser may communicate directly with the recordkeeper regarding administrative and recordkeeping matters arising under the Adviser's investment advisory agreement with the Plan Sponsor, or more generally about the recordkeeper's services to the Plan.

The Adviser offers the following 3(21) services:

- Investment screening
- The selection of replacement funds to which existing Plan balances may be transferred
- Assisting Clients to finalize a Plan's investment line-up of funds available for investment by Plan Participants and used for other administrative purposes under the Plan
- Assisting Clients with electing a "qualified default investment alternative" as defined in section 404(c)(5) of ERISA
- Annual plan review meetings – including review of Investment Funds

In the Adviser's capacity as a 3(21) plan fiduciary, they will conduct research to determine appropriate investment selections and assist the Plan Sponsor in determining the appropriate investment options for the retirement plan.

The data used to select the investment options is based on a statistical analysis of historical returns. Past performance and the return estimates of the asset classes and the indices that correspond to these asset classes may not be representative of actual future performance. Actual results could differ, based on various factors including the expenses associated with the management of the portfolio, the portfolio's securities versus the securities comprising the various indices and general market conditions. The Adviser has the responsibility and authority to recommend the investment line-up including evaluating investment managers and mutual fund companies, individual mutual funds, and money market funds which may be retained or replaced. The Plan Sponsor has the responsibility and authority to make the final decision regarding what investments to include and when to add or exclude a specific security.

The Plan Sponsor confirms that any instructions that have been given to the Adviser regarding the account are consistent with the governing plan documents and investment policy statements of the plan.

Except as otherwise provided under ERISA the Adviser shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Plan Sponsor or Participants in connection with the matters to which this Agreement relates except a loss resulting from the Adviser's breach of its fiduciary duty, negligence, misconduct, or bad faith.

The Adviser is not (i) the "administrator" of the Plan as defined in § 3(16)(A) of ERISA or (ii) the "plan administrator" of the Plan as defined in Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code");

The Adviser is neither a law firm nor a public accounting firm and Adviser will not provide legal or accounting advice;

The Client acknowledges that the services covered by the advisory agreement are consultative and give no investment authority ("discretion") or responsibility to the Adviser over any assets of the Plan or Participant regardless of how and where the assets are held. Throughout the term of this Agreement, the Plan or Participant retains full discretion to supervise, manage and direct the assets that may be held with any affiliated or unaffiliated third-party.

We also encourage Plan Sponsors to consult with other professional advisers since we do not provide tax or legal advice that may affect asset classes or allocations. We will apply any guidelines our Client supplies, as directed, however, compliance with these restrictions or guidelines, is our Client's responsibility.

D GF does not participate in any wrap fee programs.

E As of December 31, 2025, GF has a total of $66,099,707 in discretionary assets and $3,303,178 in non-discretionary assets under management.

Item 5 – Fees and Compensation

A, B GF is a fee-only advisory firm, meaning we are compensated only by professional fees received directly from our Clients. Neither GF nor any related person receives compensation that is contingent upon the purchase or sale of a financial product. Neither GF nor any related person accepts any sales commissions, referral fees, service fees, or other form of compensation from any third party. We believe this method of compensation minimizes conflicts of interest. Fees are generally negotiable and paid as described below. GF's fee in each engagement is set forth in the written advisory agreement with the Client. The specific manner in which fees are charged by GF is established in a Client's written agreement with GF.

Open Retainer, Fixed Fee Engagement Fee:
Initial Year of Open Retainer: $5,000 - $65,000
Years 2+ of Open Retainer: $4,000 - $50,000

Open Retainer fees are calculated annually and payable either quarterly or monthly, in advance. Fees are calculated based on the Client's(s') total income, assets, and overall complexity of the agreement. If meetings or topics are unevenly disbursed throughout the initial year of the Fixed Fee engagement, a higher proportion of the fee may be charged during quarters in which more topics are planned, as determined by GF.

Project Retainer Engagement Fee:
Services under the Project Retainer are typically provided on a flat-fee or an hourly basis. The Project Retainer fee is based upon the complexity and scope of the engagement. GF may

negotiate an hourly fee of up to $350 per hour for specific project requests. Flat fee Project Retainers are due in full at the beginning of the engagement. In GF's sole discretion, fees may be paid with one-half due at the beginning of the engagement and the remainder upon completion of the written plan, or on a monthly or quarterly basis. Hourly Project Retainers are offered at the sole discretion of GF. They require a partial payment which is set by the Advisor at the beginning of the engagement, and the remainder is either paid monthly or due upon completion, as determined by GF. In no event will GF collect more than $500.00 more than six months in advance from any Client.

Investment Advisory Engagement Fee:
This fee applies to GF's "legacy" Clients who receive Investment Management services via the prior Investment Advisory Engagement. This service has a minimum account opening balance requirement of $150,000. GF provides Investment Advisory service on a flat-fee basis. The annual fee may be negotiable based upon certain circumstances, solely within GF's discretion, and it is based upon the starting portfolio size as follows:

Fee	Portfolio Size
$4,000	$150,000-$500,000
Up to $30,000	$500,001+

In no event shall the fee we charge to provide investment management services exceed 3% of the value of the assets under management. The fee we charge will be listed in the advisory agreement. No increase in the annual fee shall be effective without prior written notification to the Client. We believe our advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs. Our fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of the Client's funds.

Investment Advisory requires financial planning services that are not included in the advisory fee. The Client's account at the custodian may be charged for financial planning fees provided under an Open Retainer, Project Retainer, or Investment Advisory agreement, and for certain additional assets managed by GF but not held by the custodian (i.e., variable annuities, mutual funds, 401(k)s.)

Ongoing Fee Billing:
For Fixed Fee and Investment Advisory Clients, GF will instruct the custodian to debit the fee directly from the Client's account at the beginning of every quarter, in advance. The advisory fee will show up as a deduction on the following quarterly account statement from the custodian. In their advisory agreements, Clients will authorize GF to deduct the fee from the account held at the independent custodian.

GF does not deduct Project Review fees from Client accounts at the custodian. Also, in certain cases, GF cannot deduct the ongoing advisory fee at the custodian. In Advisor's sole discretion, Advisor accepts payment by check, debit card, credit card, or other means of electronic payment.

For the ongoing debit of GF's fee from a client's account, if Client has more than one Account, Advisor makes the determination as to which Account the advisory fee is taken from. Client consents to Advisor billing Client's Accounts disproportionately for fees shouldsuch actions be necessary due to insufficient funds in any respective Client Account, if Advisor is not

permitted by the account's custodian to directly deduct Advisor's fee from theClient's account, or if doing so is deemed by Advisor to be in the best interest of Client.

Custodian will send an invoice detailing the fee calculation. The advisory agreement will detail these payment terms.

Held Away Accounts:
Fixed Fee engagements include discretionary investment management service for Held Away Accounts. The Client provides online access via the Order Management System to oversee cash and securities in Held Away Accounts. GF determines the complexity of Held Away Accounts when establishing the Client agreement and fee. The Order Management System charges GF a percentage of assets under management annually. The Client does not pay directly for this service. Fixed Fee adjustments include but are not limited to alterations to assets and complexity of Held Away Accounts, such as new or closed accounts, account balance changes, or amendments in the vendor's service.

Fees to Sponsored Plans (ERISA):
The standard fee schedules for the Discretionary 3(38) Fiduciary Services programs and Non-Discretionary 3(21) Fiduciary Services programs are as follows:

One-time Setup Fee:	$1,000
Fee (% of assets):	0.45%

You may also incur fees related to your use of outside service providers including third-party administrators and record keepers. The fee schedule for each outside service provider varies dramatically from service provider to service provider. The service provider's fees will also vary from plan to plan as each plan's structure and characteristics are different from the next.

We believe our services help plan sponsors and plan fiduciaries meet their fiduciary duty to the plan and its participants. As a part of our services, we review the fees of service providers and the transparency of their fees. We will assist the plan sponsors with a review of service providers including the third-party administrator, daily record keeper, and custodian to ensure that their services, along with ours, remain competitive to alternatives that are available.

C In addition to GF's fee, Clients may incur certain other fees and charges to implement GF's recommendations. Additional charges and fees will be imposed by custodians, brokers, and other third parties, related to the securities held in an account, such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to GF's fee.

Fees may be negotiable, at GF's discretion, and they are payable in advance as described above. The Client may terminate an engagement by providing written notice within five days of signing a retainer agreement. Additionally, either party may terminate an agreement, without penalty, at any time upon 30 days written notice. Any prepaid but unearned fees will be promptly refunded by GF. Any fees that have been earned but not yet paid by Client will be due and payable. Whether fees have been earned or unearned will be determined by GF in GF's sole discretion.

GF reserves the right to terminate an agreement without notice for any account that is overdue for payment. In addition, GF reserves the right to immediately terminate any engagement where a Client has intentionally provided false or misleading information or has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in GF's judgment, to provide proper financial and tax advice.

D As a fee-only financial advisory firm, GF does not sell insurance or investment products and does not accept commissions as a result of any product recommendations. GF does not pay referral or finder's fees, nor does it accept such fees from other firms.

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

GF does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a Client).

Item 7 – Types of Clients

GF provides holistic financial planning and investment advisory services primarily to individuals and families. We strive to work with people from all different walks of life. As such, we maintain no minimum net worth or asset amount for financial planning Clients. GF generally requires a minimum asset requirement of $500,000 to establish an Investment Management account, but that may be waived in certain circumstances. As discussed above, your chosen relationship agreement and fee will be based upon your individual circumstances. GF's services are often time intensive. As a result, GF may limit the number or types of Clients with whom GF does business in order to honor its commitments to existing Clients.

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

GF employs an evidence-based investment strategy which is grounded in the following key principles:

- **Markets Work** - Security prices reflect available information. Trying to time the market or actively manage investments has not been shown to have any benefit. These techniques can also introduce unnecessary expenses and uncertainty.
- **Investment Costs Matter** -Unnecessary expenses should be avoided or kept low.
- **Diversification Is Key** - Diversification reduces uncertainty. Concentrated investments add risk with no additional expected return.
- **Historical Data Has Uncertainties** - Historical returns and volatility can be a useful guide of how a portfolio behaves, but these data are only estimates. The less data, the worse the estimate (the larger the potential error). Therefore, investments with long data histories are preferred, which can reduce long-term uncertainties and lessen the chance of underestimating risk.
- **Time Eats Volatility** – Short-term goals are unsuitable for volatile investments, but mathematically, longer-term investments average out volatility. This effect, combined with higher potential returns, can make volatile investments more suitable for long-term investments. For example, over the long-term, stable investments are often more likely to lose money than volatile investments.
- **Risk is Measured in Terms of Goals** – An investor will have goals they wish to achieve. Risk tolerance is assigned to goals, not the portfolio or the Client. Stable investments can increase the risk of falling short of that goal. Therefore, investments are chosen to maximize the probability of exceeding the goal, not to minimize volatility for short-term comfort.

Each Client's financial situation is carefully examined and evaluated before an investment recommendation is made. The recommended asset allocation for each Client is based on consideration of the Client's age and financial condition, liquidity and cash flow needs, earnings potential, work status, tax attributes, and overall life goals and associated risks.

GF primarily recommends low-cost, low-turnover mutual funds and ETFs to achieve the targeted asset allocation. However, in the course of providing investment advice to each Client, GF may address issues related to other types of assets that the Client already owns. GF may discuss other investment strategies or products that may be appropriate based upon the Client's goals, needs, objectives, and situation.

GF seeks to educate Clients about the risk/return dynamic and the long-term aspects of risk. To structure asset allocation and diversification recommendations, GF may employ software programs which are either proprietary or available commercially. GF utilizes Portfolion® Planning for retirement planning analyses and portfolio optimization This consists of a statistics-based methodology that provides the following features when utilized in an ongoing manner as part of GF's Investment Management service:

1. Income is designed to last until the age chosen in your retirement plan. Annual withdrawals in retirement can fluctuate. The probability of income falling short is under the Client's control. However, investment results are never certain.
2. The fixed plan length is designed to minimize any undesired, excess amount of money at the end of retirement. The intent is for savings to be fully enjoyed. In contrast, systems with uncertain income duration require a safety reserve to reduce the chance of premature portfolio depletion. A safety reserve within the portfolio takes away from income.

Index funds are often selected based on the long-term historical returns, volatility, and correlation with other indexes. Rather than introducing subjective judgement to the selection process, GF uses quantitative processes to select index combinations that seek to maximize the odds of exceeding the Client's goals or maximizing the goals.

The investments utilized can include funds from Dimensional Fund Advisors. Not all investment advisers and custodians can hold funds from Dimensional Fund Advisors or invest in these funds. If a client changes adviser, there may be limitations to buying and selling these funds and these limitations may affect a client's future taxes and transactions costs.

Any investing in securities involves risk of loss that Clients should be prepared to bear. While GF will use its best judgment and good faith efforts in rendering services to Client, not every investment decision or recommendation made by GF will be profitable. GF cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Any historical back-testing shown or examples provided that rely upon historical market performance are not a guarantee of future performance. Clients assume all market risk involved and understand that investment decisions are subject to various market, currency, economic, political and business risks.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of GF or the integrity of GF's management. GF has no information to disclose applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

James and Sharon Lear are members of the Alliance of Comprehensive Planners (ACP), www.acplanners.org. This non-profit organization provides training and support through an alliance of fee-only comprehensive financial advisers. As members of the ACP, GF has the right to use proprietary products and systems designed by the ACP. The ACP offers education in the form of in-person, web-and tele-conferences (which may provide continuing education credits) and services produced by collaborative efforts of the fee-only financial advisers.

Sharon and James are members of the National Association of Personal Financial Advisors (NAPFA), which requires its members to be fee-only fiduciaries, and that they meet certain educational and experiential criteria, including a minimum of 60 continuing education credit hours every two years. Sharon is a member of the National Association of Tax Professionals (NATP). James is a member of the Financial Planning Association (FPA).

The Advisers may also be licensed insurance agents. Sharon Lear is a licensed insurance agent and uses it for financial planning counseling. A licensed insurance agent has the ability to offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. Guideway Financial, LLC always acts in the best interest of the client; as a fee-only adviser, no commissionable products are sold to advisory clients. Clients are in no way required to implement the plan through any representative of Guideway Financial, LLC in their capacity as an insurance agent.

GF does not receive any additional compensation, whether direct or indirect, for providing assistance in the selection of other advisers.

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

GF's ethical philosophy is to keep the Client's best interest foremost in all circumstances. Therefore, GF seeks to avoid material conflicts of interest. Accordingly, neither GF nor its investment adviser representatives nor its team members receive any third party direct monetary compensation (i.e., commissions, 12b-1 fees, or other fees) from brokerage firms, qualified custodians, mutual fund companies, or other outside sources. Instead, GF is compensated only by its Clients.

However, some additional services and non-direct monetary or other forms of compensation may be offered and provided to GF as a result of its relationships with custodian(s) and/or providers of mutual fund products. For example, GF's representatives and employees may be invited to attend educational conferences and/or entertainment events sponsored by such brokerage firms or custodians or mutual fund companies. GF believes that the services and benefits provided to it by brokerage firms (custodians) and mutual fund providers do not materially affect the investment management recommendations made to Clients. However, in the interest of full disclosure of any potential conflicts of interest, we discuss the possible conflicts herein.

Although GF believes that its business methodologies, ethics rules, and adopted policies are appropriate to eliminate, or at least minimize, potential material conflicts of interest, and to

appropriately manage any material conflicts of interest that may remain, Clients should be aware that no set of rules can possibly anticipate or relieve all potential material conflicts of interest. In any event, GF will disclose to advisory Clients any material conflict of interest relating to GF, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Our Code of Ethics

GF follows the standards set by the Certified Financial Planning® Board, NAPFA Code of Ethics, and the Pledge to Clients by the Alliance of Comprehensive Planners. The NAPFA Code of Ethics and ACP Pledge to Clients are available to Clients upon request. We have adopted a Code of Ethics for all supervised persons of the firm describing its high standards of business conduct, and fiduciary duty to you, our Client. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All of our supervised persons must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Transactions and Personal Trading

GF does not currently participate in securities in which it has a material financial interest. GF and its related persons, as a matter of policy, do not recommend to Clients, or buy or sell for Client accounts, securities in which the firm or its related persons has a material financial interest.

GF or individuals associated with GF may buy and sell some of the same securities for its own account that GF recommends its Clients buy and sell. When appropriate the GF will recommend the Client purchase or sell securities before purchasing or selling the same securities for GF's own account. In some cases GF may buy or sell securities for its own account for reasons not related to the strategies adopted by the GF's Clients. Processes are designed to assure that the personal securities transactions will not interfere with making decisions in the best interest of advisory Clients while at the same time, allowing employees to invest for their own accounts.

Certain classes of securities, such as open-ended mutual funds, are designated as exempt transactions, meaning employees may trade these without prior permission because such trades would notmaterially interfere with the best interest of GF's Clients. Nonetheless, because employees are permitted to invest in the same securities as Clients, there is a possibility that employees might somehow benefit from the market activity of a Client. Accordingly, when applicable, employee tradingis monitored to reasonably prevent conflicts of interest between GF and its Clients.

GF will disclose to advisory Clients any material conflict of interest relating to GF, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice. GF will notify Clients in advance of its policies in respect to officers trading for their own account including the potential conflict of interest that arises when recommending securities to Clients in which GF or its principal holds a position.

Item 12 – Brokerage Practices

A GF may use its discretion in recommending a broker-dealer to act as a qualified custodian for Clients. In recommending a custodian/broker-dealer, we look for a company that offers relatively low transaction fees, access to desired securities, trading platforms, and support services.

Clients wishing to have access to all services available with GF will need to have institutional accounts at a broker-dealer with which GF has an established custodial relationship. We require Clients use Trade-PMR as the qualified custodian for their accounts when utilizing our Investment Management services. Exceptions will be managed on a case-by-case basis. We do not receive any soft dollars from broker-dealers, custodians or third-party money managers.

Directed Brokerage
Guideway does not permit directed brokerage except in circumstances in which qualified accounts cannot be transferred to TradePMR.

B GF will not aggregate Client trades. Trades are executed on an individual Client basis.

Item 13 - Review of Accounts

Sharon Lear and James Lear are responsible for reviewing and assessing financial recommendations made to Clients. Factors triggering review may include significant changes in your financial condition or goals, changes in the fundamentals of the companies or entities issuing securities, price fluctuations and significant economic or industry developments. Clients will be provided the Supplemental Brochure (Form ADV Part 2B) for GF.

Fixed Fee and Investment Advisory Clients receive financial recommendations periodically during the term of their engagement with GF. Clients under a limited Project Retainer Engagement do not receive a review after these engagements end.

Reviews are conducted at least annually or as agreed to by us. Reviews will be conducted by our Chief Compliance Officer, Sharon Lear, and Chief Investment Officer, James Lear. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place.

Clients that maintain a brokerage account(s) will be provided a statement by the custodian at least quarterly which includes a list of all assets held in the account, asset values, and all transactions affecting the account assets, including any additions or withdrawals. We do not provide any other statements except the one provided by your custodian.

Item 14 - Client Referrals and Other Compensation

GF is a fee-only financial planning and investment advisory firm and does not sell insurance or investment products, nor does it accept commissions as a result of any product recommendations. GF does not accept referral or finder's fees from other firms. In limited cases, GF may pay nominal fees to be listed in online adviser directories or contacted from online adviser search tools.

Item 15 - Custody

GF does not have custody over Client funds and securities, except to the extent that it has limited authority to deduct its fees from Client accounts held at independent, qualified custodians. Accordingly, GF shall have no liability to the Client for any loss or other harm to any property in the account.

Clients will receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains Client's investment assets. GF urges all Clients to carefully review such statements and compare such official custodial records to any statements that we may provide to you. GF may also provide Clients with periodic reports on Client's account. These reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Your assets will be maintained by an unaffiliated, qualified custodian, such as a bank, broker/dealer (e.g., Trade-PMR, Inc.), mutual fund companies or transfer agent. Your assets are not held by our advisory firm or any associate of our firm. Trade-PMR, Inc., acts as an introducing broker clearing on a fully-disclosed basis through First Clearing for our advisory firm.

GF does not debit the Client fees directly from your advisory account. We send information to your custodian to debit your fees and to pay them to us. You authorized the custodian to pay us directly at the onset of the relationship.

ERISA 3(21) and 3(38)

If authorized by the Plan Sponsor, the Adviser has the ability to debit fees directly from the Plan Sponsor's bank account through the submission of a billing file to the plan custodian. However, the Adviser does not have authority to possess or take actual custody of Clients' funds or securities. Plan Sponsors and Plan Participants should receive at least quarterly statements from the recordkeeper, and Plan Sponsors and Participants should carefully review such statements.

Item 16 - Investment Discretion

As referenced in Item 4 above, GF has both discretionary and non-discretionary authority to execute investment recommendations. Discretionary authority allows GF to act on behalf of the Client in most matters necessary or incidental to the handling of the account, including making trades in the account and monitoring the assets, without the Client's prior approval. Non-discretionary authority requires GF to obtain Client's prior approval of each specific transaction prior to executing investment recommendations. GF will act in accordance with an Investment Policy Statement (or similar document used to establish Client's objectives and suitability), regardless of whether authority is discretionary or nondiscretionary.

GF usually receives discretionary authority from you at the beginning of an advisory relationship to select the identity and amount of securities to be bought or sold. This trading authority is described in the advisory agreement you sign with us. In all cases, trading in your account is exercised in a manner consistent with your stated investment objectives for your account.

When selecting securities and determining amounts, we observe the investment policies, limitations, and restrictions you have set. For registered investment companies, our authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made.

Prior to assuming discretionary authority, Clients must execute the advisory agreement. Execution of the advisory agreement grants us the authority to determine, without obtaining specific Client consent, both the amount and the type of securities to be bought and sold to help achieve the Client account objectives.

ERISA 3(21) and 3(38)

As further described in Item 4 above, under 3(21) Fiduciary Services, the Adviser exercises limited discretion over Plan assets in that it makes investment recommendations to Plan Sponsors, but the Plan Sponsor may or may not implement the recommendation(s).

In performing discretionary management services, the Adviser is acting as an "investment manager" (as that term is defined in Section 3(38) of ERISA) and as a fiduciary to the Plan and shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, GF does not have any authority to and does not vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. At the request of a Client, GF may provide advice to Client(s) regarding the Client's(s') voting of proxies.

We will have no power, authority, responsibility, or obligation to take any action with regard to any claim or potential claim in any mergers and acquisitions, bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to the securities held at any time in a Client account, including without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise, or monitor class action or other litigation involving Client assets. Further, we will not offer or provide guidance on these matters; Clients should contact the issuer or their legal counsel.

Item 18 – Financial Information

Registered investment Advisors are required to provide Clients with certain financial information or disclosures about their financial condition. GF has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients and has not been the subject of a bankruptcy proceeding. In no event shall we charge advisory fees that are both in excess of five hundred dollars and more than six months in advance of advisory services rendered.

Item 19 – Requirements for State-Registered Advisors

A Sharon J. Lear is the sole Owner, Managing Member, and the Chief Compliance Officer of Guideway Financial, LLC. Ms. Lear performs investment advisory services on behalf of Guideway Financial, LLC for Clients. Ms. Lear is also responsible for the day-to-day management and operations of the firm. Ms. Lear's education and background are separately detailed in Part 2B, Item 2 (below).

B Other Business Activities – See Part 2A, Item 10 (above).

C No one at GF receives performance-based fees.

D No one at GF has been subject to any arbitration claims or any other proceedings (civil, self-regulatory organization or administrative).

E No one at GF has relationships or arrangements with any securities issuers or otherwise, apart from those listed in Part 2A, Item 10 (above).