Lexington Wealth Management, Inc.

Form ADV Part 2A – Disclosure Brochure

Effective: April 28, 2023

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Lexington Wealth Management, Inc. ("Lexington Wealth" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (859) 225-2596 or via email to david@lexwealth.com.

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

Additional information about Lexington Wealth and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 322651.

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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 the Advisory Persons of Lexington Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

Lexington Wealth 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. Lexington Wealth 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.

- The Advisor has modified its fee schedule. Please see Item 5.

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 that offers to provide the current Disclosure Brochure shall be provided to you annually.

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 with the Advisor's firm name or CRD# 322651. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (859) 225-2596 or via email to david@lexwealth.com.

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Item 4 – Advisory Services

A. Firm Information

Lexington Wealth Management, Inc. ("Lexington Wealth" or the "Advisor") is a registered investment advisor located in the State of Kentucky. The Advisor is organized as a Corporation under the laws of the Commonwealth of Kentucky. Lexington Wealth was founded in May 2002 and became a registered investment advisor in December 2022. Lexington Wealth is owned and operated by David Dedman, ChFC®, AIF®, AAMS®, AWMA® (Founder & President). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Lexington Wealth.

B. Advisory Services Offered

Lexington Wealth offers investment management and financial planning services to individuals, high net worth individuals, trusts, estates, and small businesses (each referred to as a "Client").

The Advisor 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. Lexington Wealth'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>Wealth Management Services</u>
Wealth Management Services include the Advisor's discretionary investment management services and initial/ongoing financial planning services. The Client will receive a written financial plan along with monthly progress calls with the Advisor to review their progress towards the plan. The Advisor formally reviews the plan for updates and issues a written plan update to the Client twice per year.

Lexington Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Lexington Wealth 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. Lexington Wealth will then construct an investment portfolio, consisting primarily of exchange-traded funds ("ETFs") and diversified mutual funds to achieve the Client's investment goals. The Advisor may also utilize individual stocks, individual bonds and/or other types of investments, as appropriate, to meet the needs of the Client. The Advisor may retain legacy investments based on portfolio fit and/or tax considerations.

Lexington Wealth's investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Lexington Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. 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.

Lexington Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Lexington Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Lexington Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement.

Lexington Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Lexington Wealth 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 the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – While the Advisor is a fiduciary to all Client, 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.

<u>Financial Planning Services</u>
Lexington Wealth will typically provide a variety of financial planning and consulting services to Clients as part of its wealth management services (as described above). Financial planning services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, education savings, cash flow planning (emergency fund needs), charitable giving, insurance needs (life and disability), estate planning and more depending on the Client's needs. The scope of each planning engagement will be outlined in the Wealth Management Agreement.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Lexington Wealth may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. 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.

C. Client Account Management

Prior to engaging Lexington Wealth to provide investment advisory services, each Client is required to enter into a management agreement with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- <u>Establishing an Investment Strategy</u> – Lexington Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- <u>Asset Allocation</u> – Lexington Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- <u>Portfolio Construction</u> – Lexington Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- <u>Investment Management and Supervision</u> – Lexington Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.
- <u>Wealth Planning</u> – Lexington Wealth will provide initial and ongoing financial planning for Wealth Management Clients.

D. Wrap Fee Programs

Lexington Wealth does not manage or place Client assets into a wrap fee program.

E. Assets Under Management

As of the date of this filing, Lexington wealth has $0 in discretionary and $0 in non-discretionary assets under management. Assets under management shall be updated with the Advisor's next filing of this Disclosure Brochure. 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 a written agreement with the Advisor.

A. Fees for Advisory Services

Fees are paid monthly, in advance of each month, pursuant to the terms of the wealth management agreement. Fees are based on the market value of assets under management at the end of the prior month. Fees are based on the level of service provides and/or the level of assets under management as detailed below:

Fees for wealth management services are based on the following breakpoint fee schedule:

Assets Under Management ($)	Annual Rate (%)
Up to $1,000,000	1.50%
$1,000,000 and above	1.00%

Fee Calculation: Assets Under Management times the monthly rate (Applicable Annual Rate divided by 12).

The 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 the Advisor to determine the fee rate for all accounts. All securities held in accounts managed by Lexington Wealth will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing.

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 below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

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 beginning of the] respective month. The amount due is calculated by applying the monthly rate (annual rate divided by 12]) to the total assets under management with Lexington Wealth at the end of the prior month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client a written invoice itemizing the fee, including the time period covered by the fee and the formula used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Lexington Wealth 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.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Lexington Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian typically does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Lexington Wealth are separate and distinct from these custody and execution fees.

In addition, all fees paid to Lexington Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Lexington Wealth, but would not receive the services provided by Lexington Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Lexington Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Lexington Wealth is compensated for its investment management services in advance of the month in which 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. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the month. Upon termination, the refund amount will be calculated based on the number of days remaining in the month from the effective date of termination. The monthly fee collected will be divided by the number of days in the month and multiplied by the remaining days in the month to determine the refund amount. The refund will be promptly posted to the respective account[s], if the Advisor still has access. Otherwise, a check will be issued by the Advisor and mailed to the address of record for the Client. The Client's agreement with the Advisor is non-transferable without the Client's prior written consent.

E. Compensation for Sales of Securities

Lexington Wealth does not buy or sell securities to earn commissions 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

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

Lexington Wealth 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

Lexington Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, and businesses. Lexington Wealth generally does not impose a minimum relationship size.

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

A. Methods of Analysis

Lexington Wealth primarily employs a fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Lexington Wealth are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. The criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps 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 the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Lexington Wealth will be able to accurately predict such a reoccurrence.

As noted above, Lexington Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Lexington Wealth will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Lexington Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

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. Lexington Wealth 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. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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. The Advisor will contact the Client to gather this information initially and periodically throughout the engagement. It is however, necessary that the Client promptly inform the Advisor of any known changes in the Client's financial condition, goals or other factors that may affect the advice and services provided by the Advisor.

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.

Bond Risks
Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

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.

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 Lexington Wealth or its owner. Lexington Wealth 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 or 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# 322651.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Lexington Wealth and Mr. Dedman is to provide investment advisory services to its Clients. Neither Lexington Wealth nor its Advisory Persons are involved in other business endeavors. Lexington Wealth 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

Lexington Wealth 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 Lexington Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Lexington Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Lexington Wealth'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 (859) 225-2596 or via email to david@lexwealth.com.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Lexington Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through 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 have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by conducting a coordinated review of personal accounts and the accounts of the Clients. 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 Lexington Wealth 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 Lexington Wealth, or any Supervised Person of Lexington Wealth, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Lexington Wealth 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 Lexington Wealth to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Lexington Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Lexington Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. 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 custodian not recommended by Lexington Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Lexington Wealth 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, and its reputation and/or the location of the Custodian's offices. Lexington Wealth will generally recommend that Clients establish their account[s] at Altruist Financial LLC ("Altruist"), a FINRA-registered broker-dealer and member SIPC. Altruist will serve as the Client's "qualified custodian". Lexington Wealth maintains an institutional relationship with Altruist, whereby the Advisor receives economic benefits.

<u>Participation in Institutional Advisor Platform</u>
Lexington Wealth has established an institutional relationship with Altruist to assist the Advisor in managing Client account[s]. Access to the Altruist 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 Altruist 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 potential 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.

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 a broker-dealer/custodian in exchange for research and other services. Lexington Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.

2. Brokerage Referrals - Lexington Wealth 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 Lexington Wealth 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]. 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]). Lexington Wealth 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 taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Lexington Wealth will execute its transactions through the Custodian as authorized by the Client. Lexington Wealth 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 Mr. Dedman. Formal investment reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Clients will have monthly calls to review financial plan progress and a formal written update to the plan twice per year.

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 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 Lexington Wealth 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 Lexington Wealth

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

B. Client Referrals from Solicitors

Lexington Wealth does not engage paid solicitors for Client referrals.

Item 15 – Custody

Lexington Wealth does not accept or maintain custody of any Client accounts. The Advisor does receive authorization to deduct its fees from the Client's account[s] (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 Lexington Wealth 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 Lexington Wealth to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

Fee Deduction – As noted above, the Advisor typically deducts its fee from the Client's account[s], pursuant to the authorization set forth in the advisory agreement. The Advisor <u>does not</u> accept custody of Client funds and securities and will not be deemed to have custody as long as the Advisor follows all of the custody safeguard requirements below:

Custody shall not include an arrangement for direct deduction of fees from a Client account held with a qualified custodian if the Advisor provides the following safeguards:

(a) The Advisor has written authorization from the Client to deduct advisory fees from the account[s];
(b) Each time a fee is directly deducted from a Client account, the Advisor concurrently:
    1) Sends the qualified custodian notice of the amount of the fee to be deducted;
    2) 2. Sends the Client an invoice itemizing the fee, including the formula used to calculate the fee, the amount of assets under management that the fee is based on, and the time period covered by the fee; and
    3) At least quarterly, the qualified custodian sends to the Client an account statement identifying the amount of funds and each security in the account at the end of the period and setting forth all transactions in the account[s] during that period."

Item 16 – Investment Discretion

Lexington Wealth 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 Lexington Wealth. 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 Lexington Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Lexington Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. 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 Lexington Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Lexington Wealth to meet all obligations to its Clients. Neither Lexington Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Lexington Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of $500 or more for services to be performed six months or more in the future.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Lexington Wealth is David Dedman, ChFC®, AIF®, AAMS®, AWMA® (Founder & President)Information regarding the formal education and background of Mr. Dedman is included in his Form ADV 2B – Brochure Supplement[s] below.

B. Other Business Activities of Principal Officer

Mr. Dedman is dedicated to the investment advisory activities of Lexington Wealth's Clients. Mr. Dedman does not have any other business activities.

C. Performance Fee Calculations

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

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Lexington Wealth or Mr. Dedman. Neither Lexington Wealth nor Mr. Dedman has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Lexington Wealth or Mr. Dedman. 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 Lexington Wealth or Mr. Dedman.

E. Material Relationships with Issuers of Securities

Neither Lexington Wealth nor Mr. Dedman have any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

David A. Dedman, ChFC®, AIF®, AAMS®, AWMA®
Founder & President
Chief Compliance Officer

Effective: April 28, 2023

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of David A. Dedman, ChFC®, AIF®, AAMS®, AWMA® (CRD# 2392198) in addition to the information contained in the Lexington Wealth Management, Inc. ("Lexington Wealth" or the "Advisor", CRD# 322651) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Lexington Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (859) 225-2596 or via email to david@lexwealth.com.

Additional information about Mr. Dedman 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# 2392198.

Item 2 – Educational Background and Business Experience

David A. Dedman, ChFC®, AIF®, AAMS®, AWMA® born in 1966, is dedicated to advising Clients of Lexington Wealth as the Founder & President as well as its Chief Compliance Officer. Mr. Dedman attended the University of Kentucky. Additional information regarding Mr. Dedman's employment history is included below.

Employment History:

Founder & President / Chief Compliance Officer, Lexington Wealth Management, Inc.	12/2022 to Present
Investment Advisor Representative, Cambridge Investment Research Advisors, Inc.	06/2015 to 12/2022
Registered Representative, Cambridge Investment Research, Inc.	06/2015 to 122022
Financial Advisor, Triad Advisors, Inc.	06/2002 to 06/2015
Financial Advisor, Merrill Lynch, Pierce, Fenner & Smith Incorporated	08/2000 to 06/2002

Chartered Financial Consultant™ ("ChFC®")

The Chartered Financial Consultant™ (ChFC®) program prepares you to meet the advanced financial planning needs of individuals, professionals, and small business owners. You'll gain a sustainable advantage in this competitive field with in-depth coverage of the key financial planning disciplines, including insurance, income taxation, retirement planning, investments, and estate planning. The ChFC® requires three years of full-time, relevant business experience, nine two-hour course-specific proctored exams, and 30 hours of continuing education every two years. Holders of the ChFC® designation must adhere to The American College's Code of Ethics.

Program Objectives:

- Function as an ethical, competent and articulate practitioner in the field of financial planning
- Utilize the intellectual tools and framework needed to maintain relevant and current financial planning knowledge and strategies.
- Apply financial planning theory and techniques through the development of case studies and solutions.
- Apply in-depth knowledge in a holistic manner from a variety of disciplines, namely, estate planning, retirement planning, or non-qualified deferred compensation.

Accredited Investment Fiduciary™ ("AIF®")

The AIF® mark is held by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi360) company.
The professional designations awarded by fi360 demonstrate the focus on all the components of a comprehensive investment process, related fiduciary standards of care, and commitment to excellence. AIF® designees undergo an initial training program, annual continuing education, and pledge to abide by the designation's code of ethics.

Since October 2002, the Accredited Investment Fiduciary™ (AIF®) designation has been the mark of commitment to a standard of fiduciary investment excellence. Those who earn the AIF® mark successfully complete a specialized program on investment fiduciary standards of care and subsequently passed a comprehensive examination. AIF® designees demonstrate a thorough understanding of fi360's Prudent Practices for investment advisors and stewards.

Accredited Asset Management Specialist™ ("AAMS®")

Individuals who hold the AAMS® designation have completed a course of study encompassing investments, insurance, tax, retirement, and estate planning issues. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

Accredited Wealth Management Advisor™ ("AWMA®")

Individuals who hold the AWMA® designation have completed a course of study across eight modules to provide financial advice to high net worth clients, pass the final examination, and complete the designation application.

Continued use of the designation is subject to ongoing renewal requirements. Every two years, individuals must renew their right to continue using the designation by:

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

AWMA® and Accredited Wealth Management Advisor™ are registered service marks of the College for Financial Planning.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Dedman. Mr. Dedman 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. Dedman.

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. Dedman.***

However, we do encourage you to independently view the background of Mr. Dedman on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2392198.

Item 4 – Other Business Activities

Mr. Dedman is dedicated to the investment advisory activities of Lexington Wealth's Clients. Mr. Dedman does not have any other business activities.

Item 5 – Additional Compensation

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

Item 6 – Supervision

Mr. Dedman serves as the Founder & President as well as the Chief Compliance Officer of Lexington Wealth. Mr. Dedman can be reached at (859) 225-2596.

Lexington Wealth has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Lexington Wealth. Further, Lexington Wealth is subject to regulatory oversight by various agencies. These agencies require registration by Lexington Wealth and its Supervised Persons. As a registered entity, Lexington Wealth is subject to examinations by regulators, which may be announced or unannounced. Lexington Wealth 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.

Item 7 – Requirements for State Registered Advisors

A. Arbitrations and Regulatory Proceedings
State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of $2,500, involving any of the following:
    a. an investment or an investment-related business or activity;
    b. fraud, false statement(s), or omissions;
    c. theft, embezzlement, or other wrongful taking of property;
    d. bribery, forgery, counterfeiting, or extortion; or
    e. dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
    a. an investment or an investment-related business or activity;
    b. fraud, false statement(s), or omissions;
    c. theft, embezzlement, or other wrongful taking of property;
    d. bribery, forgery, counterfeiting, or extortion; or
    e. dishonest, unfair, or unethical practices.

Mr. Dedman does not have any disclosures to make regarding this Item.

B. Bankruptcy
If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed. Mr. Dedman does not have any disclosures to make regarding this Item.

Privacy Policy

Effective: April 28, 2023

Our Commitment to You
Lexington Wealth Management, Inc. (“Lexington Wealth” 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. Lexington Wealth (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.

Lexington Wealth 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?

Driver’s license number	Date of birth
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, brokers, 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 Lexington Wealth 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 Lexington Wealth 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 Lexington Wealth 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 (859) 225-2596 or via email to david@lexwealth.com.
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