



Resilience Wealth Advisors

Part 2A of Form ADV

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This brochure provides information about the qualifications and business practices of Resilience Wealth Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (704) 593-6482 or BCoffman@ResilienceWealthAdvisors.com.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Resilience Wealth Advisors, LLC is a 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 Resilience Wealth Advisors, LLC can be found on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Material Changes since the Last Update

This section of the brochure discusses only the material changes that have occurred since the last annual update filed by Resilience Wealth Advisors, Inc. on May 1, 2021

Item 4: Retirement plan management and consulting services detailed

Item 5: Asset management fees decreased by .15 (from 1.05% to .90%) on the first \$500,000 of investable assets.

Item 5: Retirement plan management and consulting services fee added

Item 5: Minimum fee added

Annually, the firm will provide a Summary of Material Changes to each Client and offer a complete Disclosure Brochure if a material change occurs in the Firm's business Practices.

Full Brochure Available

You may view the current Disclosure Brochure online at any time at the SEC's Investment Adviser Public Disclosure website: www.adviserinfo.sec.gov. You may also request a copy of this Disclosure Brochure at any time by contacting us at (704) 593-6482 or BCoffman@ResilienceWealthAdvisors.com.

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Item 4 – Advisory Services

Firm Information

Resilience Wealth Advisors, LLC (“Resilience Wealth Advisors” or “Advisor”), is organized as a Limited Liability Company under the laws of the State of North Carolina. Resilience Wealth Advisors was founded in February 2021, and is solely owned and operated by Brett Coffman and Heather Lawrence.

We are a “fee-only” firm. We restrict our compensation solely and exclusively to the professional fees we receive directly from our Clients. We do not accept any sales commissions, referral fees or other forms of compensation from any third parties. We are a fiduciary to our Clients and are under an obligation to always act in the Client's best interest.

Advisory Services Offered

Resilience Wealth Advisors offers personalized financial planning, investment management, family cohesion services, and business transition planning services to individuals and businesses, as described in further detail below.

The following engagements are available:

Wealth Management Engagement:

Resilience Wealth Advisors provides a comprehensive wealth management engagement that include both financial planning and investment management services to individuals, families, estates, and trusts, and businesses.

Personal financial planning services will be tailored to the needs of the Client and may include but are not limited to the following areas:

- Goal setting
- Asset/liability analysis
- Debt management
- Tax planning
- Cash flow management
- Investment analysis
- Insurance analysis
- Retirement planning
- Risk management
- Employee benefits analysis
- Executive compensation analysis
- College planning
- Business planning
- Philanthropic analysis
- Estate planning

Stand Alone Financial Planning: Resilience Wealth Advisors provides financial planning to clients engaged in investment management services. However, Resilience Wealth Advisors may provide stand-alone financial planning at its discretion in unique or unusual cases, or on a pro bono basis. The client will be required to enter into an Agreement setting forth the terms and conditions of the engagement and describing the scope of the services to be provided and the portion of the fee that is due from the client prior to services commencing. Either party can terminate

the Agreement by written notice to the other. In the event of the termination of stand-alone financial planning and/or consulting services, the balance of unearned fees (if any) shall be refunded to the client. If termination occurs within five business days of entering into an Agreement for such services, the client shall receive a full refund.

Resilience Wealth Advisors provides investment management services and oversight to a Client's account held at an independent custodian. Resilience Wealth Advisors works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation to create long-term investment allocation strategies.

Clients provide Resilience Wealth Advisors with discretionary authority to invest, reinvest and oversee the cash and securities in their account at their discretion, including without limitation the authority to select, allocate and reallocate the securities in the Client's account. Such discretionary authority allows Resilience Wealth Advisors to make all investment decisions with respect to the account and, when deemed appropriate and without prior consultation with Client, to buy, sell, exchange, and otherwise trade the cash and securities in their account.

Resilience Wealth Advisors does not provide securities custodial services. At no time will Resilience Wealth Advisors accept or maintain custody of a Client's funds or securities, except as to the authorized deduction of the Advisor's fees. All Client assets will be managed within their designated brokerage account or retirement account held at an independent custodian.

Family Office/Family Cohesion Services:

As a separate limited duration engagement from personal financial planning and investment management, a Client can elect to engage in family cohesion services. These services are customized to the unique needs of the family and the scope of engagement may include the following:

- Helping the family to articulate the family mission, history and values
- Creating the family council
- Creating the family charter
- Addressing "Financial Education" for the next generation
- Providing guidance in pursuing family philanthropic objectives

In addition, a family retreat may be facilitated to help your family have clear mission and values that guide future generations in their decisions, ensure family members are each heard and feel empowered to move toward their deepest personal aspirations, and increase family collaboration between generations.

Business Transition Planning Services

As a separate limited duration engagement from personal financial planning and investment management, a Client can elect to engage in business transition planning services. Resilience Wealth Advisors provides pre-M&A guidance. Rather than representing one option for your business transition, such as selling to a 3rd party, we offer a consistent and comprehensive process to explore all the options and help you weigh the pros, cons, and potential results of various choices, including transferring the business to family members or key employees.

These services are customized to the unique needs of the business and the scope of engagement may include, but are not limited to the following:

- Strategic Planning
- Corporate Documents Review
- Continuity planning
- Market Analysis
- Stock transfer plan modeling

- Key Employee Interview/Assessment
- Exit Strategy
- Leadership Development Advice
- Board Structuring/Advising

Our service includes various Client consultations as well as written and/or oral recommendations resulting from such consultations. These engagements do not include investment management services. We perform the above consulting in conjunction with, and not in lieu of, the appropriate professional advisors such as accountants, investment bankers, lawyers, plan advisors and other service providers.

Retirement Plan Management and Consulting Services

Resilience Wealth Advisors offers (1) Discretionary Investment Advisory Services, (2) Non-Discretionary Investment Advisory Services and/or (3) Retirement Plan Consulting Services to employer-sponsored retirement plans and their participants. Depending on the type of the Plan and the specific arrangement with the Sponsor, we may provide one or more of these services. Prior to being engaged by the Sponsor, we will provide a retirement plan agreement ("Agreement") that contains the information required under Sec. 408(b)(2) of the Employee Retirement Income Security Act ("ERISA") as applicable.

The Agreement authorizes Resilience Wealth Advisors to deliver one or more of the following discretionary/non-discretionary fiduciary services:

- 1) Development of the Plan's Investment Policy Statement (IPS):
Resilience Wealth Advisors will review with the Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to the Sponsor an IPS that contains, among other provisions, the duties and responsibilities of the parties, investment asset classes that are appropriate for the Plan, and criteria from which Resilience Wealth Advisors will select, monitor and replace the Plan's investment options.
- 2) Selection, monitoring & replacement of qualified default investment alternative ("QDIA"): Based upon the options available to the Plan, Resilience Wealth Advisors will select, monitor and replace the Plan's QDIA(s) in accordance with the IPS.
- 3) Selection, Monitoring & Replacement of Third-Party Managers: Based on the Plan's IPS or other investment guidelines established by the Plan, Resilience Wealth Advisors will review the third-party investment managers available to the Plan and select third-party investment managers to manage some or all of the Plan's investments. Resilience Wealth Advisors will provide reports, information and recommendations, on a periodic basis, designed to assist the Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Resilience Wealth Advisors will replace, or recommend the replacement of, the manager.

Retirement Plan Consulting Services are designed to allow assistance to the Plan Sponsors in meeting fiduciary duties to administer the Plan in the best interests of Plan participants and their beneficiaries.

Retirement Plan Consulting Services are performed so that they would not be considered "investment advice" under ERISA. Resilience Wealth Advisors may also provide the following Retirement Plan Consulting Services:

- Administrative Support including:
 - o Assist the Sponsor in reviewing objectives and options available through the Plan.
 - o Recommend Plan participant education and communication policies under ERISA 404(c).
 - o Deliver fiduciary training and/or education periodically or upon reasonable request.
- Service Provider Support including the following services:
 - o Assist Sponsor with review of Covered Service Providers ("CSP") and fee benchmarking.
 - o Coordinate and assist with CSP replacement and conversion.

- Investment Monitoring Support including the following services:
 - Periodic review of investment policy in the context of Plan objectives.
- Participant Services including the following services:
 - Facilitate group enrollment meetings and coordinate investment education.

In providing Retirement Plan Services, Resilience Wealth Advisors may establish a client relationship with one or more plan participants or beneficiaries. Such client relationships develop in various ways, including, without limitation, a decision by the Plan participant or beneficiary to purchase services from us not involving the use of Plan assets; as part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relating to assets held outside of the Plan; or through a rollover of an Individual Retirement Account ("IRA Rollover").

If Resilience Wealth Advisors is providing Retirement Plan Services to a plan, we can, when requested by a plan participant or beneficiary, arrange to provide services to that participant or beneficiary through a separate agreement. If a Plan participant or beneficiary desires to affect an IRA Rollover from the Plan to an account advised or managed by Resilience Wealth Advisors, a conflict of interest will result if our fees are reasonably expected to be higher than those otherwise received in connection with the Retirement Plan Services. Resilience Wealth Advisors will disclose relevant information about the applicable fees charged by us prior to opening an IRA account. Any decision to affect the rollover or about what to do with the rollover assets remain that of the plan participant or beneficiary alone.

Termination of Agreements

If a Client does not receive a Brochure at least 48 hours prior to entering into an advisory agreement, the Client has a right to terminate the contract without penalty or fee within five business days after entering into the contract.

Although Resilience Wealth Advisors engagements contemplate an ongoing agreement, the length of service is at the Client's discretion. The Client or Resilience Wealth Advisors may terminate the agreement at any time by written notice to the other party upon thirty (30) days written notice.

Wrap Fee Programs

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

Assets Under Management

As of 12/31/2021, the Firm had \$824,200 in assets under management.

Item 5 – Fees and Compensation

Resilience Wealth Advisors is a fee-only firm and is compensated solely by professional fees received directly from its clients. Depending upon the type of engagement, services include fees based upon assets under management as well as fixed fees.

No compensation is received that is contingent on the purchase or sale of a financial product. Neither Resilience Wealth Advisors, nor any related person of Resilience Wealth Advisors, accepts any sales commissions, referral fees, service fees, or other form of compensation from any third party, nor does Resilience Wealth Advisors or any related person compensate anyone else directly or indirectly for client referrals.

The fee structure and compensation methodology of Resilience Wealth Advisors is set forth below for each type of service. A Client's fee is set forth in each Client's written agreement with Resilience Wealth Advisors and may be amended from time to time upon written notice to Client subject to Client's consent and right to terminate the Agreement. Resilience Wealth Advisors believes its fees are fair and reasonable in light of the services that the firm

provides. Clients should be aware that other investment advisory firms may have fees that are higher or lower. Resilience Wealth Advisors will ensure advisory fees are not excessive in consideration of the services being provided taking into account the scope and number of services, including the financial planning services being provided to the client.

Wealth Management Financial Planning Engagement Fee

Resilience Wealth Advisors charges a fee for the financial planning services provided as part of the engagement and a fee based on the assets under management for the ongoing investment management services, with the family cohesion and business transition services being an additional fee.

Resilience Wealth Advisors' fee for its ongoing financial planning is an annual fixed fee, paid quarterly in advance, based upon the Client's stated needs and the scope and complexity of the services required. The fee generally ranges from \$2,500 – \$40,000, and is determined by the amount of services needed, the type of services and the extent those services are needed by the Client. The fee for a financial plan is predicated upon the facts known at the start of the engagement and is determined based upon the complexity disclosed by the Client. Resilience Wealth Advisors specifically retains the right to charge an additional amount when, in its opinion, the Client has requested, or requires, services beyond that covered by the quoted fee.

Wealth Management Investment Management Engagement Fee

In addition, to a fee for financial planning services, Resilience Wealth Advisors charges an annual investment management fee, paid on a quarterly basis in advance, based on the net value of the assets in the Client's account(s) as of the end of the last day of the preceding calendar quarter.

Assets Managed	Annual Fee
First \$2,500,000	0.90%
\$2,500,001-\$5,000,000	0.75%
\$5,000,001-\$10,000,000	0.55%
\$10,000,001+	0.35%

Subject to restrictions imposed on contributions and withdrawals applicable to certain investments, wealth management clients can make additions to and withdrawals from their accounts at any time, subject to the availability of cash and to the settlement of liquidated securities. Clients can withdraw assets subject to the usual and customary securities settlement process. However, Resilience Wealth Advisors designs its portfolios as long-term investments, and the withdrawal of assets can impair the achievement of the client's investment objectives.

Resilience Wealth Advisors is compensated for its wealth management services on a quarterly basis, in advance. The Client's financial planning fee and investment management fee are both deducted from the Client's account. Client authorizes Advisor to deduct Advisor's fee directly from Client's Account(s) held at an independent custodian. Client hereby authorizes Advisor to instruct the Account's custodian to deduct Advisor's fee from the Assets held in Client's Account as they become due and payable. Clients provide written authorization permitting Resilience Wealth Advisors to be paid directly from their accounts held at the custodian as part of the agreement and separate account forms provided by the Custodian. If Client has more than one account, the Advisor makes the determination as to which Account the fee is taken from based on Client's best interest, or at Client's instruction. Clients will be provided with a statement, at least quarterly, from the account's custodian reflecting deductions of the Resilience Wealth Advisors advisory fee. Upon Advisor's sole discretion the Client may pay Advisor's fee by credit or ACH using a third-party vendor for payment processing.

Family cohesion and business transition planning engagements involve an additional scope of work and involve separate and additional fees from Resilience Wealth Advisors.

Family Cohesion Services Fee

If a wealth management Client elects to receive Resilience Wealth Advisors' family cohesion services, the Firm charges a fixed fee for this engagement which generally ranges from \$10,000 to \$30,000 and is based on the Client family's specific needs and will be determined by the complexity of the engagement, time involved developing the services, number of family members, number of family meetings, and the detail of services included. There are also additional charges imposed for pre-approved necessary travel.

Business Transition Planning Services Fee

Clients who elect to receive Resilience Wealth Advisors business transition planning services, the Firm charges a fixed fee for this engagement based upon the Client's stated needs and the scope and complexity of the services required. The fee for business transition services generally ranges from \$20,000 to \$50,000 and is based on the scope and complexity of the needed services, using such factors as the size of the business, number of key management team members, business and board structure, profitability, industry, extent they are organized, and disposition goals. There are also additional charges imposed for pre-approved necessary travel.

Resilience Wealth Advisors is compensated for its family cohesion services on a quarterly basis, in advance during the limited period of engagement. The Client's fee may be deducted from the Client's account. Client authorizes Advisor to deduct Advisor's fee directly from Client's Account(s) held at an independent custodian. Client hereby authorizes Advisor to instruct the Account's custodian to deduct Advisor's fee from the Assets held in Client's Account as they become due and payable. Clients provide written authorization permitting Resilience Wealth Advisors to be paid directly from their accounts held at the custodian as part of the agreement and separate account forms provided by the Custodian.

For the business transition planning service, the Firm invoices the business the fixed fee half upon signing the engagement and the rest upon completion of the service. Resilience Wealth Advisors will provide invoices so that the Business Transition Planning fees can be made out of a business account by check or ACH and there is an appropriate Client record for a business consulting deduction.

Retirement Plan Management and Consulting Fee

Resilience Wealth Advisors will invoice an annual prorated fee (billed quarterly in arrears or in advance). It is based upon a percentage of the market value of the assets which Resilience Wealth Advisors provides discretionary (3(38) plan) or non-discretionary (3(21) plan) investment management and non-fiduciary consulting services. However, Resilience Wealth Advisors can at its discretion charge a flat fee. The annual fee varies, depending upon the market value of the assets on which Resilience Wealth Advisors provides services and the type of services to be rendered. Typically, Resilience Wealth Advisors provides retirement plan services to plans with \$2.5 million or more in plan assets.

Where Resilience Wealth Advisors is providing retirement plan services, the annual management fee would range from 0.25% to 1.00% of total plan assets. Notwithstanding the foregoing, Resilience Wealth Advisors can charge a minimum quarterly fee of \$1,250 for retirement plan services. The minimum quarterly fee can cause clients to pay fees that exceed those in the percentage range above. In determining the value of the assets for purposes of calculating asset-based fees, Resilience Wealth Advisors will rely upon the valuation of assets provided by the Sponsor or the Plan's custodian or recordkeeper without independent verification.

Minimum Fee

There are no minimum account sizes for opening or maintaining an account. However, there is a minimum total annual fee of \$5,000 (billed quarterly). While Resilience Wealth Advisors does not have any minimum account size, these minimum quarterly fees can cause clients to pay fees that exceed those in the percentage ranges above, particularly for those with smaller account values.

All fees are negotiated at the sole discretion of Resilience Wealth Advisors, which can negotiate to waive or charge a greater or lesser annual management fee or minimum quarterly fee based upon certain criteria (e.g., anticipated future earnings capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, preexisting client relationship, account retention, pro bono activities, complexity of the relationship, assets held away or the client's planning needs). In certain circumstances involving clients who are members of the same family, Resilience Wealth Advisors, in its discretion, can aggregate their accounts for billing purposes to permit those clients to meet fee break points or waive minimum quarterly fees based on the aggregated assets but is not required to do so.

Resilience Wealth Advisors permits its employees and their families to choose to invest their assets with it for a substantially reduced or nominal annual management fee.

Per regulatory requirements, Resilience Wealth Advisors will not collect advance fees of \$500 or more for services that will be performed six (6) months or more in advance.

Other Fees and Expenses

Wealth Management

Resilience Wealth Advisors and any sub manager's fee does not cover certain charges associated with securities transactions in Clients' accounts, including: (i) dealer markups, markdowns or spreads charged on transactions in over-the-counter securities; (ii) costs relating to trading in certain foreign securities; (iii) the internal charges and fees that may be imposed by any collective investment vehicles, such as mutual funds and closed-end funds, unit investment trusts, exchange-traded funds or real estate investment trusts (such as fund operating expenses, management fees, redemption fees, 12b-1 fees and other fees and expenses. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The management fee charged by Resilience Wealth Advisors is separate and distinct from these custodian and execution fees. A Client could invest in these products directly, without the services of Resilience Wealth Advisors, but would not receive the services provided by Resilience Wealth Advisors 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 associated with a particular security or a bond and the fees charged by Resilience Wealth Advisors and the sub manager(s) to fully understand the total fees involved.

Business Transition Planning

When a Client elects to receive the Business Transition Planning services, the Client will incur additional expenses related to the business' valuation. The expense to procure a valuation of a business performed by a third-party is separate and in addition to Resilience Wealth Advisors fee. Clients will enter into a separate service agreement for the valuation services by the third-party valuation specialist.

Retirement Plan Management and Consulting

Resilience Wealth Advisors annual consulting fee and annual management fee are exclusive of, and in addition to, brokerage commissions, transaction fees, record-keeper fees, custodian fees, third-party administrator fees, and investment manager fees under ERISA Section 3(38). These are related costs and expenses that the client may incur. However, Resilience Wealth Advisors will not receive any portion of these commissions, fees and

costs.

Termination

Clients may request to terminate their agreement with Resilience Wealth Advisors by providing written notice. The Client shall be responsible for fees up to and including the effective date of termination. If an agreement is terminated on a day other than on the last day of a billing period, the portion of the fee returned to the Client will be based on the remaining time in the billing period in the ongoing engagements of wealth management; the fee returned in an engagement for the firm's family office services and business transition planning is determined based on the work completed at the time of termination in Resilience Wealth Advisors discretion.

If the Client has not received Resilience Wealth Advisors Brochure at least 48 hours prior to entering into an advisory agreement, the Client has the right to terminate the agreement without penalty or fee within five business days after entering into the contact.

Compensation for Sales of Securities

Resilience Wealth Advisors does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the Advisory Fees noted above.

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

Resilience Wealth Advisors does not charge performance-based fees for its investment advisory services. In addition, Resilience Wealth Advisors 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

Resilience Wealth Advisors provides its services to individuals, high net worth individuals, pension and profit-sharing plans, trusts, estates, charitable organizations (including foundations and endowments), corporations, and business entities.

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

Resilience Wealth Advisors helps clients save and invest toward their goals by recommending an asset allocation model that balances overall return with a client's emotional and financial capacity to handle losses. Resilience Wealth Advisors general philosophy is that an asset allocation that is appropriate for a client does not require frequent trading and that emotional responses to financial markets can often harm the performance of client investments. Resilience Wealth Advisors believes that buying assets and holding them for the long term helps reduce costs and increase overall return, although sometimes, we will recommend a short-term move based on the client's individual situation and/or the change in the desirability of a position in the portfolio. The investment advice provided along with the strategies suggested by Resilience Wealth Advisors will vary depending on each client's specific financial situation and goals.

Methods of Analysis

Resilience Wealth Advisors will employ concepts of fundamental and technical analysis methods in developing investment strategies for Client accounts. Research and analysis 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. These criteria are generally 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 evaluate 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. Technical analysis is a trading discipline employed to evaluate investments and identify trading opportunities by analyzing statistical trends gathered from trading activity, such as price movement and volume and is used to make determinations as to when industry sectors go in and out of favor.

Resilience Wealth Advisors 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 Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Investment Strategy

A Client's assets may be invested in individual stock and bonds, mutual funds, and exchange-traded funds. Initial public offerings (IPOs) and non-traded REITS are not available through Resilience Wealth Advisors.

Risk of Loss

Clients need to be aware that investing in securities involves risk of loss that clients need to be prepared to bear. Securities may fluctuate in value or lose value. Resilience Wealth Advisors 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.

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. Resilience Wealth Advisors shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform Resilience Wealth Advisors of any changes in financial condition, goals or other factors that may affect this analysis.

Resilience Wealth Advisors will work with each Client to determine their tolerance for risk as part of the portfolio construction process. However, all investment programs have certain risks that are borne by the investor. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Small and Medium Capitalization Risk:** Small and mid-size companies typically have more limited product lines, markets and financial resources than larger companies, and their securities may trade less frequently and in more limited volume than those of larger, more mature companies.
- **Country Risk:** The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- **Credit Risk:** The possibility that a bond issuer will fail to repay interest and principal in a timely manner. Also called default risk.

- **Currency Risk:** The possibility that returns could be reduced for Americans investing in foreign securities because of a rise in the value of the U.S. dollar against foreign currencies. Also called exchange-rate risk.
- **Income Risk:** The possibility that a fixed-income fund's dividends will decline as a result of falling overall interest rates.
- **Industry Risk:** The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- **Manager Risk:** The possibility that an actively managed mutual fund's investment adviser will fail to execute the fund's investment strategy effectively resulting in the failure of stated objectives.

Specific security risks:

- **Asset Class Risk:** Securities in your portfolio(s) or in underlying investments such as mutual funds may underperform in comparison to the general securities markets or other asset classes.
- **Fixed Income Risks:** When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors often receive set, regular payments that face the same inflation risk.
- **Interest Rate Risk:** If Clients need to sell individual bond holdings before maturity and interest rates have risen, the bonds will likely lose value.
- **Concentration Risk:** To the extent that we recommend portfolio allocations that are concentrated in a particular market, industry or asset class, your portfolio is susceptible to loss due to adverse occurrences affecting that market, industry, or asset class.
- **Regulatory Risk:** Changes in government regulations adversely affect the value of a security. An insufficiently regulated industry or market might also permit inappropriate practices that adversely affect an investment.
- **ETF and Mutual Fund Risks:** Owning Exchanged Traded Funds (ETFs) or mutual funds generally reflects the risks of owning the underlying securities holdings in the ETFs or mutual funds. When investing in ETFs or mutual funds, Clients incurs expenses based on the pro rata share of the ETFs' or mutual funds' operating expenses and may also incur brokerage costs.
- Those Clients that direct the firm to allocate all or a portion of their investment assets among environmental, social and governance ("ESG") mutual funds should understand that the following limitations correspond to an ESG objective: the current number of fixed income and equity ESG mutual funds may be limited. Because of this limitation, the ability of the firm to diversify Client assets among different mutual funds is correspondingly limited. The number of publicly traded companies that meet the ESG investment parameters are also limited. Because of the current limitations of available ESG funds and publicly traded companies that qualify for ESG investing, there is a probability of similarity of holdings (fixed income and equity) amongst ESG funds, which, depending upon the performance of the underlying securities, could have a more pronounced positive or negative impact on the ESG portfolio; and as a result of earlier-stated limitations, an ESG portfolio may be more volatile than a fully diversified portfolio.

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 these risks and should discuss concerns around risk with the Advisor.

Item 9 – Disciplinary Information

Resilience Wealth Advisors is required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or the integrity of our management. Neither Resilience Wealth Advisors nor its management have had any legal or disciplinary events, currently or in the past. Neither Resilience Wealth Advisors nor its management have been involved in administrative enforcement proceedings.

Item 10 – Other Financial Industry Activities and Affiliations

Resilience Wealth Advisors is not a broker-dealer nor is its management person a registered representative of a broker-dealer. In addition, Resilience Wealth Advisors does not have an application pending as a futures commission merchant, commodity pool operator, or a commodity trading advisor, or as an associated person of the foregoing entities.

Resilience Wealth Advisors does not have arrangements that are material to its advisory or its Clients with another related person who is a broker-dealer, investment company, commodity pool operator, commodity trading adviser or futures commission merchant, banking or thrift institution, accounting firm, law firm, pension consultant or an entity that creates or packages limited partnerships.

Resilience Wealth Advisors does not recommend or select other investment advisers for clients. When providing information about Resilience Wealth Advisors, members will always act in the Client's best interest under their fiduciary duty.

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

Code of Ethics

Resilience Wealth Advisors has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Resilience Wealth Advisors (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to our Clients. Resilience Wealth Advisors LLC and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Resilience Wealth Advisors LLC associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at 704-607-7980 or via email at BCoffman@ResilienceWealthAdvisors.com.

Personal Trading with Material Interest

Resilience Wealth Advisors does not purchase or sell the same securities that Resilience Wealth Advisors has a material interest in. Resilience Wealth Advisors does not act as principal in any transactions. 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]). In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Resilience Wealth Advisors does not have a material interest in any securities traded in Client accounts.

Personal Trading in Same Securities as Clients

Resilience Wealth Advisors allows employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities, we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information.

Item 12 – Brokerage Practices

Selecting Brokerage Firms

Resilience Wealth Advisors recommends that Clients utilize the custody, brokerage and clearing services of SEI Private Trust Company for investment management accounts. The final decision to custody assets with SEI Private Trust Company is at the discretion of the Client, including those accounts under ERISA or IRA rules and regulations, in which case the Client is acting as either the plan sponsor or IRA account holder. SEI Private Trust Company provides Resilience Wealth Advisors with access to its institutional trading and custody services, which are typically not available to retail investors.

Factors which Resilience Wealth Advisors considers in recommending SEI Private Trust Company or any other broker-dealer to Clients include their respective financial strength, reputation, execution, pricing, research and service. SEI Private Trust Company enables the Firm to obtain many securities at nominal transaction charges. The commissions and/or transaction fees charged by SEI Private Trust Company may be higher or lower than those charged by other Financial Institutions. Resilience Wealth Advisors is independently owned and operated and not affiliated with SEI Private Trust Company. In addition, Resilience Wealth Advisors does not receive client referrals from any broker-dealer or third party in exchange for using that broker-dealer or third party.

Soft Dollars

SEI Private Trust Company makes certain research and brokerage services available at no additional cost to our firm all of which qualify for the safe harbor exemption defined in Section 28(e) of the Securities Exchange Act of 1934. Resilience Wealth Advisors does not use Client brokerage commissions to obtain research or other products or services. The research and brokerage services are used by our firm to manage accounts for which we have investment discretion. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

As a result of receiving these services, Resilience Wealth Advisors has an incentive to continue to use or expand the use of SEI Private Trust Company. Our firm examined this potential conflict of interest when we chose to enter into the relationship with SEI Private Trust Company determined that the relationships are in the best interest of our firm's Clients and satisfies our fiduciary obligations, including our duty to seek best execution.

Resilience Wealth Advisors Clients may pay a commission to SEI Private Trust Company that is higher than another qualified broker dealer might charge to affect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Resilience Wealth Advisors will seek competitive rates, to the benefit of all Clients, the firm may not necessarily obtain the lowest possible commission rates for specific Client account transactions.

Aggregating and Allocating Trades

In some instances, an adviser may be able to obtain better prices and lower execution costs for its Clients if it aggregates (also known as bunching or block trading) multiple smaller orders into one large order. Most Client trades are in mutual funds and ETFs where trade aggregation does not garner the Client a material benefit. Resilience Wealth Advisors will aggregate Client trades when doing so is materially advantageous to our Clients. If we determine that aggregating trades in a certain situation is beneficial to our Clients, transactions are averaged as to price and are allocated among our Clients in proportion to the purchase and sale orders placed from each Client account on any given day. Any exceptions from the pro-rata allocation procedure are carefully explained and documented. Such exceptions may occur due to varying cash availability across accounts, divergent investment objectives and existing concentrations, and desire to avoid "odd lots," (an amount of a security that is less than the normal unit of trading for that particular security).

Item 13 – Review of Accounts

Frequency of Reviews

Investment Management accounts are monitored on a regular basis. Reviews of Clients' account are conducted by the Client's individual adviser representative and are generally conducted no less than annually. Reviews may be performed more frequently depending upon the needs of the Client.

Causes for Reviews

Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, a change in tax law, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify Resilience Wealth Advisors 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.

Review Reports

The Client will receive account statements no less than quarterly from the custodian. These 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 statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor will also provide Clients with periodic reports regarding their holdings, allocations, and performance. Clients are responsible for reviewing their accounts.

Item 14 – Client Referrals and Other Compensation

Although Resilience Wealth Advisors may refer Clients to various third parties and may also receive referrals from them, we do not does not compensate others for referring a Client and are not compensated by other parties for making referrals to them. In addition, there is no direct link between Advisor's participation in any program offered by a custodian and the investment advice provided to Clients.

Item 15 – Custody

Resilience Wealth Advisors does not accept or maintain physical custody of any Client accounts. However, the firm is deemed to have constructive custody because Client's consent to have their accounts directly debited for the payment of fees. All Clients assets are held at an independent qualified custodian. Custodians will send account statements to Clients at least quarterly that typically detail any transactions in such account for the relevant period. Resilience Wealth Advisors may periodically provide reports that includes investment performance information. You are urged to carefully review and compare your account statements that you have received directly from your service provider with any report or statement you receive from our firm.

Item 16 – Investment Discretion

Resilience Wealth Advisors 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 Resilience Wealth Advisors. The granting of such authority will be evidenced by the Client's execution of an investment management services agreement containing all applicable limitations to such authority. All discretionary trades made by Resilience Wealth Advisors will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Clients will receive proxy statements directly from the Custodian. Resilience Wealth Advisors does not accept proxy-voting responsibility for any Client but will assist in answering questions relating to proxies. The Client retains the sole responsibility for proxy decisions and voting. Proxies will be received directly from your selected custodian or transfer agent.

Further, Resilience Wealth Advisors will have no power, authority, responsibility, or obligation to take any action with regard to any claim or potential claim in any bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to 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.

Item 18 – Financial Information

Neither Resilience Wealth Advisors nor its management, have any adverse financial situations that would reasonably impair the ability of Resilience Wealth Advisors to meet all obligations to its Clients. Neither Resilience Wealth Advisors, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Resilience Wealth Advisors is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees \$500 or more for services to be performed six months or more in advance.

Item 19 – Requirements for State-Registered Advisers

Please See Form ADV Part 2B for the formal education and business backgrounds of Mr. Coffman and Mrs. Lawrence.

Neither Resilience Wealth Advisors nor any of its management persons has been involved in an award of or otherwise been found liable in an arbitration for a claim alleging damages involving: an investment or an investment-related business or activity; fraud, false statements, or other omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or, dishonest, unfair, or unethical practices.

Neither Resilience Wealth Advisors nor any of its management persons has been involved in an award of or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving: an investment or an investment-related business or activity; fraud, false statements, or other omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or, dishonest, unfair, or unethical practices.

Neither Resilience Wealth Advisors nor any of its management persons has any relationship with any issuer of securities not listed in Item 10.c of ADV Part 2A.

Form ADV Part 2B – Brochure Supplement

For

Brett Coffman

and

Heather Lawrence

of

**Resilience Wealth Advisors, LLC
2015 Ayrley Town Blvd. Suite 202
Charlotte, NC 28273
(704) 593-6482
Resiliencewealthadvisors.com**

March 30, 2022

This brochure supplement provides information about Resilience Wealth Advisors, LLC's personnel that supplements the Resilience Wealth Advisors, LLC brochure. You should have received a copy of the Resilience Wealth Advisors, LLC's brochure. Please contact us at (704) 593-6482 or BCoffman@ResilienceWealthAdvisors.com if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about the individuals in this brochure supplement is available on the SEC's website at www.adviserinfo.sec.gov using the individuals' CRD number. Mr. Coffman CRD No. 3134778 and Ms. Lawrence CRD No. 5562627.

Brochure Supplement (Part 2B of Form ADV)

Brett Alan Coffman, CFP®

YOB: 1971

Item 2 – Educational Background and Business Experience

Education:

- University of Utah, BS Political Science
- University of Utah, BS Economics
- Syracuse University, MBA
- Kansas State University, PhD

Business:

- Resilience Wealth Advisors, LLC; April 2021 – Present; Managing Member, Investment Adviser Representative
- Truist Bank (premerger BB&T); Aug 2007- Aug 2020; Financial Planning Strategist/Business Transition Strategist

Mr. Coffman uses a designation that requires further explanation:

Mr. Coffman has been a Certified Financial Planner™ (CFP®) since 2001. The CFP® designation identifies individuals who have completed the mandatory examination, education, experience, and ethics requirements mandated by the CFP® Board of Standards. Candidates must have at least three years of qualifying work experience that relates to financial planning. Candidates are required to hold a bachelor's degree from an accredited university. CFP® candidates must pass a comprehensive examination that covers over 100 financial planning topics. Candidates have annual continuing education and ongoing ethics requirements and oversight by the CFP® Board of Standards, as well.

Item 3 – Disciplinary Information

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. Brett Coffman has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Brett Coffman is not registered, nor has an application pending to register, as a registered representative of a broker/dealer or associated person of a futures commission merchant, commodity pool operator, or commodity trading advisor.

Item 5 – Additional Compensation

Mr. Coffman does not receive any additional compensation.

Item 6 – Supervision

Brett Coffman serves as the Chief Compliance Officer of Resilience Wealth Advisors, LLC and there is no one in a

supervisory capacity over him. Resilience Wealth Advisors has implemented a Code of Ethics and internal compliance that guide each supervised person in meeting their fiduciary obligations to Clients of Resilience Wealth Advisors. Further, Resilience Wealth Advisors is subject to regulatory oversight by various agencies. If you have any questions, Mr. Coffman can be reached at (704) 593-6482 or BCoffman@ResilienceWealthAdvisors.com.

Item 7 - Requirements for State Registered Advisers

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceedings: None

Bankruptcy Petitions: None

Brochure Supplement (Part 2B of Form ADV)

Heather Olinger Lawrence, CFP®
YOB: 1976

Item 2 – Educational Background and Business Experience

Education:

- Purdue University, BS Financial Counseling/Planning and Consumer Affairs

Business:

- Resilience Wealth Advisors, LLC; April 2021 – Present; Director of Planning, Investment Adviser Representative
- Truist Bank (premerger BB&T); July 2016- March 2018; Financial Planning Strategist
- First Citizens Bank; June 2008-June 2016; Wealth Planner
- First Citizens Investor Services; June 2008-June 2016; Registered Representative

Ms. Lawrence uses a designation that requires further explanation:

Ms. Lawrence has been a Certified Financial Planner™ (CFP®) since 2001. The CFP® designation identifies individuals who have completed the mandatory examination, education, experience, and ethics requirements mandated by the CFP® Board of Standards. Candidates must have at least three years of qualifying work experience that relates to financial planning. Candidates are required to hold a bachelor's degree from an accredited university. CFP® candidates must pass a comprehensive examination that covers over 100 financial planning topics. Candidates have annual continuing education and ongoing ethics requirements and oversight by the CFP® Board of Standards, as well.

Item 3 – Disciplinary Information

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. Heather Lawrence has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Ms. Lawrence is not registered, nor has an application pending to register, as a registered representative of a broker/dealer or associated person of a futures commission merchant, commodity pool operator, or commodity trading advisor.

Item 5 – Additional Compensation

Ms. Lawrence does not receive any additional compensation.

Item 6 – Supervision

Brett Coffman, Chief Compliance Officer, is responsible for supervising Mrs. Lawrence's advisory activities on behalf of Resilience Wealth Advisors. Resilience Wealth Advisors has implemented a Code of Ethics and internal compliance

that guide each supervised person in meeting their fiduciary obligations to Clients of Resilience Wealth Advisors. Further, Resilience Wealth Advisors is subject to regulatory oversight by various agencies. If you have any questions, Mr. Coffman can be reached at (704) 607-7980 or BCoffman@ResilienceWealthAdvisors.com.

Item 7 - Requirements for State Registered Advisers

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceedings: None

Bankruptcy Petitions: None