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FORM ADV PART 2A
BROCHURE

This Brochure provides information about the qualifications and business practices of Sailer Financial, LLC (“SF”). If you have any questions about the contents of this Brochure, please contact us at telephone number 615-370-1253. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

SF is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training. Additional information about SF is available on the SEC’s website at www.adviserinfo.sec.gov. The SEC’s website also provides information about any persons affiliated with SF who are registered, or are required to be registered, as investment adviser representatives of SF.

Item 2 – Summary of Material Changes

This brochure, dated March 12, 2018, amends our previous brochure dated October 1, 2017. Changes to this brochure include the following:

- Regulatory Assets Under Management were updated to reflect values as of 12/31/2017.
- The name of the broker/dealer with which certain Sailer Financial associates are registered, was updated from Securities Service Network, Inc. to Securities Service Network, LLC.
- Item 12, Brokerage Practices, was updated to disclose Sailer Financial's receipt of soft-dollars from Fidelity.
- Item 15, Custody, was updated to disclose situations in which Sailer Financial is deemed to have custody.

Item 3 - Table of Contents

Item 4 – Advisory Business

SF is a Tennessee limited liability company originally formed as a corporation in May 2003. Jeremy Hutzel directly owns 100% of SF. SF provides financial planning and portfolio management services to high net worth and other individuals. These services are offered on a discretionary basis. Advisory services are tailored to each Client's needs and are more fully explained below. Clients may impose restrictions on investing in certain securities or certain types of securities.

I. Financial Planning Services

The Sailer Financial Navigator™, a *Unique Financial Planning Process*, is a series of meetings designed to customize a financial plan based on a Client's unique set of financial circumstances. In a consultative process, which takes place in several meetings, Clients are led through a comprehensive review of their financial assets and liabilities and assisted with defining their financial goals. The likelihood of achieving the Client's goals is evaluated and documented by SF in a written financial plan. The goal of Sailer Financial Navigator™ is to create a financial plan that is consistent with a Client's financial objectives, risk profile, income needs, tax status, and time horizon (collectively, "Investment Objectives"). As a part of this process, SF offers the following services, as applicable:

- Retirement Planning
- Education Planning
- Estate Planning
- Insurance Needs Analysis
- Fringe Benefits Analysis
- Budgeting and Cash Flow Analysis

II. Traditional Asset Management Services

SF offers asset management services on a discretionary basis. SF will manage a Client's account based upon the Client's Investment Objectives. SF will have a limited power of attorney to execute transactions on behalf of the Client without obtaining specific Client consent. This authority is limited to the securities contained in the Client's SF-managed account.

III. Asset Allocation Services Through Separate Account Managers (SAM)

In some cases, SF and a Client may determine that a Separate Account Manager (SAM) may be appropriate for management of all or a portion of Client's portfolio. In these cases, SF has discretionary authority to select a SAM with whom SF has entered into agreements. All SAMs to whom SF refers Clients will be appropriately licensed as investment advisers by their resident states or with the SEC. After obtaining information about a Client's Investment Objectives, SF selects a particular SAM. Client will receive a separate disclosure brochure for the SAM to whom Client is referred. Such disclosure brochure will contain information applicable to the SAM and the program to which the Client is being referred. The disclosure brochure will also include a discussion of the fees associated with the applicable program. Services provided by a SAM may cost a client more or less than obtaining advisory services from another adviser.

In addition to the services listed above, SF recommends investments in various non-publicly traded REITs, limited partnerships and LLCs, and 529 plans, if appropriate. These investments are generally commission-based products. If any Client assets are subject to commissions, those assets will not be subject to investment advisory fees. However, if the asset is a variable annuity, the value of the variable annuity will only be excluded from the advisory fee calculation for the first 36 months that the variable annuity contract is in force.

As of 12/31/2017, SF manages $385,458,448 in discretionary Client assets.

Item 5 – Fees and Compensation

All fees are subject to negotiation at SF's discretion. Fees for each service are shown below.

I. Financial Planning Fees
SF offers financial planning services in addition to ongoing asset management services. Fees for financial planning and related services will typically range from $1,500 to $5,000 and are separate from any asset management fees described below. Fees are negotiable and are based on various factors such as the services requested by the Client; the complexity of the Client's situation; and the research and resources needed to provide the requested services. Generally, one-half (1/2) of the fee is payable upon the Client's execution of an advisory agreement with SF, and the fee balance is due upon SF's presentation of the plan, completion of the services, or in 90 days, whichever comes first. Typically, SF's presentation of planning services will be made within 90 days of a Client's execution of the advisory agreement. However, the Client may negotiate an alternative payment schedule with SF. Client may pay fees or commissions for additional services provided by SF, such as asset management fees or transaction-based compensation for any products purchased, including securities or insurance products. When multiple services are offered, there is the potential for a conflict of interest, since there is an incentive for SF to recommend products or services for which SF, or a related party, may receive compensation. Financial planning Clients are under no obligation to act upon any recommendations of SF or to implement recommendations through SF if they decide to follow SF's recommendations.

A Client may terminate advisory services within five business days after entering into the advisory agreement without penalty. After five business days of entering into the advisory agreement, termination of the advisory agreement by either the Client or SF will be effective upon receipt of the other party's written notice to terminate. The Client will be responsible for any time spent by SF in providing the Client with advisory services or in analyzing the Client's financial situation. No refund of any earned portion of the initial deposit will be made to the Client.

II. Traditional Asset Management Services
Under traditional asset management services agreements, SF will be compensated based on Clients' assets under management. Advisory fees are paid quarterly in advance, based on the account's average daily account value for the previous calendar quarter. Fees are prorated for accounts opened during the calendar quarter. The account custodian will provide Clients with an account statement reflecting the deduction of the advisory fee. Client is responsible for reviewing the accuracy of the fee. If the advisory agreement is terminated, fees for the final quarter will be

prorated to the date of termination, and the unearned portion of the fee will be refunded to the Client.

Fees are negotiable at the sole discretion of SF and are based on the nature of the services requested by the Client; the mix of investment products held in the Client's account; the complexity of the Client’s situation; the size of the Client’s account; and the scope of the Client’s needs. If any of the account's assets are subject to commissions - trailing or otherwise - those assets will not be subject to investment advisory fees. However, if the asset is a variable annuity, the value of the variable annuity will only be deducted from the advisory fee calculation for the first 36 months that the variable annuity contract is in force.

The following fee schedule is used as a baseline for fee negotiations.

Assets Under Management	***Annual Percentage (%) Fee***
First $500,000	1.25%
Next $500,001 to $1,000,000	1.00%
Next $1,000,001 to $2,000,000	0.90%
Next $2,000,001 to $5,000,000	0.55%
Next $5,000,001 to $10,000,000	0.35%
Next $10,000,001 to $20,000,000	0.25%
Next $20,000,001 and above	0.20%

Alternatively, SF may charge an annual flat fee for investment management and financial planning services. The flat fee shall be negotiated between SF and the Client and will be based upon the size and complexity of the account, among other factors at SF's discretion.

The account custodian charges fees, which are in addition to and separate from the investment advisory fees noted here. Custodians may charge accounts for various transaction fees, retirement plan fees, and administration fees. In addition, some mutual fund assets may be subject to deferred sales charges and 12(b)(1) fees. Mutual funds also have annual expenses, which are described in each fund’s prospectus. Advisory Clients should also note that fees for comparable services vary, and lower or higher fees for comparable services may be available from other sources.

Generally, fees are debited directly from Client accounts, but a Client may choose to pay fees directly to SF instead. If a Client's account does not contain sufficient funds to pay advisory fees when due, SF has limited authority to sell or redeem securities in sufficient amounts to pay those advisory fees. Clients may reimburse their accounts - except for ERISA and IRA accounts - for advisory fees paid to SF.

III. Asset Allocation Services through Separate Account Managers (“SAM”)

Fees paid by Clients to independent third-parties are established and payable in accordance with the Form ADV Part II or other equivalent disclosure document of each independent SAM to whom SF refers its Clients and may or may not be negotiable, as disclosed in the disclosure documents of the SAM. SF does not receive a portion of the fee charged by the third-party adviser and will charge its normal and customary asset management fee (as disclosed above) separate and apart from the fee charged by the SAM. Thus, Client may pay more for advisory services provided by a SAM

Clients who are referred to SAMs will receive disclosure documents that include disclosures of services rendered by, and fee schedules of SAMs s, at the time of the referral by delivery of a copy of the relevant SAM's Form ADV Part II or equivalent disclosure document at the same time as the Form ADV Part II or equivalent disclosure document of SF. In addition, if the investment program recommended to a Client is a wrap fee program, the Client will receive the wrap fee brochure provided by the sponsor of the program. SF will provide to each Client all appropriate disclosure statements, including disclosure of any solicitation fees paid to SF or its advisory associates.

In addition to, or as part of, the services listed above, SF may recommend securities or other financial products for which SF associates receive a commission. The recommendation of products for which SF associates receive commissions creates a potential conflict of interest since there is an incentive to recommend one product over another if the compensation arrangement is more favorable.

If any Client assets are subject to commissions, those assets will not be subject to investment advisory fees. However, if the asset is a variable annuity, the value of the variable annuity will only be deducted from the advisory fee calculation for the first 36 months that the variable annuity contract is in force.

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

SF does not charge performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a Client). SF does not engage in side-by-side account management.

Item 7 – Types of Clients

SF provides financial planning and portfolio management services to individuals, high net-worth individuals, pension and profit sharing plans, trusts and estates, and business entities.

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

For traditional asset allocation services, SF uses asset allocation modeling to develop investment strategies for its Clients. Recommendations are based on each Client's Investment Objectives. Recommendations may include stocks, bonds, mutual funds, exchange-traded funds, variable annuities, options, and other investments that SF deems appropriate for Client.

Third party investment advisers and/or separate account managers are used for additional diversification of investment strategies, where appropriate. Managers are selected based on their historical performance and track record, their fee structure, and the diversification benefits to the Client's total portfolio.

Sailer Financial, LLC also recommends investments in non-publicly traded REITs, limited partnerships and LLCs, and 529 plans. Special risks in these investments include illiquidity and real estate risks. Clients are encouraged to consult their tax advisors regarding the tax implications of these investments.

Annuities and other insurance products are utilized when appropriate.

SF uses long-term and short-term purchasing strategies.

Investing in securities involves a risk of loss that you, as a Client, should be prepared to bear.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that are material to an evaluation of SF or to the integrity of SF’s management. SF and its management have nothing to report.

Item 10 – Other Financial Industry Activities and Affiliations

Jeremy P. Hutzel is a registered representative of Securities Service Network, LLC, a registered broker-dealer and FINRA member. A potential conflict of interest exists because there may be an incentive to recommend one product over another if the compensation arrangement is more favorable. However, Clients are under no obligation to act upon any recommendations or to affect any transactions through associated persons of SF if the Clients decide to follow SF's recommendations.

SF is not a licensed insurance company, but some of its associated persons are insurance agents. SF’s associated persons who maintain insurance licenses can receive commissions from the sale of insurance products. As part of the financial planning process, associated persons may recommend securities, insurance, or other products, and may receive customary commissions if products are purchased through any firms through which the associated person is affiliated. A potential conflict of interest exists because there is an incentive to recommend one product over another if the compensation arrangement is more favorable. However, Clients are under no obligation to act upon recommendations or to effect transactions through the associated persons of SF if they decide to follow the recommendations.

As noted above, SF may recommend separate account managers (“SAM”) in certain circumstances. When SF recommends SAMs, Clients will pay normal and customary asset management fees to SF and will also pay an advisory fee to the SAM, as detailed in the SAM disclosure brochure. Accordingly, SF does not receive additional income by recommending a SAM, but Clients could pay higher overall fees due to the additional fees paid to the SAM Since SF does not receive additional compensation in these instances, SF does not have a conflict of interest.

Item 11 – Code of Ethics

SF has adopted a Code of Ethics for the purpose of instructing its personnel in their ethical obligations and to provide rules for employees' personal securities transactions. SF and its personnel owe duties of loyalty, fairness, and good faith to their Clients and have an obligation 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, including general ethical principles; reporting of personal securities trades; exceptions to reporting securities trades; reportable securities; initial public offerings and private placements; reporting ethical violations; distribution of the Code; review and enforcement processes; amendments to Form ADV; and written supervisory procedures. SF will provide a copy of the Code to any Client or prospective Client upon request.

SF and its personnel may invest in open end mutual funds that are also recommended to SF's Clients. Due to the nature and pricing of open end mutual funds, this does not represent a conflict of interest.

Item 12 – Brokerage Practices

SF will have discretion over the selection and amount of securities to be bought or sold without obtaining specific Client consent. SF will typically require Clients to utilize the clearing and custodial services provided by Fidelity Brokerage Services LLC (collectively, and together will all affiliates, "Fidelity"), although SF may allow Client to direct brokerage to another custodian under certain, limited circumstances. SF will not have discretion to determine commission rates paid for transactions executed at Fidelity, but instead, Client will pay normal and customary transaction charges and custodial rates imposed by Fidelity.

In their capacity as registered representatives of Securities Service Network, LLC ("SSN") SF employees may suggest that Clients implement their recommendations through SSN. If a Client so elects, associated persons will receive normal and customary commissions as sales agents resulting from any securities transactions, which may create a conflict of interest. Furthermore, in implementing a plan through relationships maintained by associated persons, Clients may pay commissions or fees that are higher or lower than those that may be obtained from elsewhere for similar services. Clients are advised that they are under no obligation to implement a financial plan or its recommendations through associated persons in their capacities as registered representatives.

Although SF is not affiliated with Fidelity, SF has an arrangement with National Financial Services LLC and Fidelity Brokerage Services LLC through which Fidelity provides SF with "institutional platform services." The institutional platform services include, among others, brokerage, custody, and related services. Fidelity's institutional platform services that assist SF in managing and administering Clients' accounts include software and other technology that (i) provides access to Client account data (such as trade confirmations and account statements); (ii) facilitates trade execution and allocates aggregated trade orders for multiple Client accounts; (iii) provides research, pricing, and other market data; (iv) facilitates payment of fees from Clients' accounts; and (v) assists with back-office functions like recordkeeping and Client reporting. The aggregation or blocking of client transactions allows an adviser to execute transactions in a more timely, equitable, and efficient manner and seeks to reduce overall commission charges to clients. With respect to this issue, SF may aggregate client transactions, at its sole discretion, where possible and when advantageous to clients. The firm may not always aggregate client transactions as accounts are managed on an individual basis. However, the blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts. In these instances, clients participating in any aggregated transactions will receive an average share price and transaction costs (i.e., commissions and trading fees) will be determined on an account by account basis based on each client's account status at Fidelity.

Fidelity also offers other services intended to help SF manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting; contact management systems; third party research; publications; access to educational conferences, roundtables, and webinars; practice management resources; and access to consultants and other third-party service providers who provide a wide array of business related services and technology to SF, and with whom SF may contract directly.

Fidelity generally does not charge its advisory Clients separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts (e.g., transaction fees are charged for certain no-load mutual funds; commissions are charged for individual equity and debt securities transactions). Fidelity provides access to many no-load mutual funds without transaction charges and access to other no-load funds at nominal transaction charges.

The commissions paid by SF clients comply with the firm's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified custodian might charge to effect the same transaction where SF determines that the commissions are 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 custodian's services and the fees for those services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. SF seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Consistent with obtaining best execution, brokerage transactions may be directed to Fidelity in return for investment research products and/or services ("soft-dollars") which assist SF in its investment decision-making process. Such research generally will be used to service all of SF's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because SF does not have to produce or pay for the products or services. The products received qualify as "brokerage or research services" under Section

28(e) of the Securities Exchange Act of 1934.

Item 13 – Review of Accounts

Accounts are reviewed on a quarterly basis. Clients may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, advisory representatives will monitor accounts for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which Client assets are invested, and market shifts and corrections. Clients are required to notify SF of any changes in their Investment Objectives or financial situation, which may impact how SF manages Client's portfolio.

Item 14 – Client Referrals and Other Compensation

Currently, SF does not pay non-employees for Client referrals. If SF begins to compensate non-employees for referrals in the future, SF will ensure that proper disclosures are made to Clients. SF may receive ongoing fees from the sale of certain insurance products and 529 plans.

Item 15 – Custody

SF maintains custody of Clients' funds or securities to the extent the firm can debit advisory fees from Client accounts. SF is also deemed to have custody due to the allowance for Clients to establish standing instructions for asset movement within or among Client accounts. Such instructions are at the specific direction of the Client. Clients receive normal and customary account statements from the broker dealer, bank, or other qualified custodian that holds and maintains the Client's investment assets. SF urges its Clients to carefully review such statements and to compare such official custodial records to the performance reports SF provides.

Item 16 – Investment Discretion

SF is granted discretionary authority from the Client at the outset of an advisory relationship. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the Client's account, and subject to any investment restrictions or limitations place on SF by Client. Discretionary authority is obtained by a power of attorney executed by the Client at the time of the account opening, or by other documents required by account custodians.

Item 17 – Voting Client Securities

SF does not have authority to, and does not, vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for all securities maintained in Client accounts. Clients should contact the securities' custodian for questions regarding receipt of proxies.

Item 18 – Financial Information

SF’s financial condition is not reasonably likely to impair its ability to meet its contractual commitments to Clients. SF has never been the subject of a bankruptcy proceeding.

Item 19 - Privacy Policy

SF maintains a specific Privacy Policy that is distributed to each client at the time an account is opened and annually thereafter. SF collects nonpublic information about clients from the following sources: information we receive from clients verbally, on applications or other forms and information about client transactions with others or us.
We may have to share non-public client information with unaffiliated firms in order to service client accounts. Additionally, we may have to provide information about clients to regulatory agencies as required by law. Otherwise, SF will not disclose any client information to an unaffiliated entity unless a client has given express permission for us to do so.

SF is committed to protecting client privacy. We maintain physical, electronic and procedural safeguards that we believe comply with Federal standards to protect against threats to the safety and integrity of client records and information.