

Schedule F of	Applicant:	SEC File Number:	Date:
Form ADV Continuation Sheet for Form ADV Part II	LIFETIME WEALTH PLANNING & MANAGEMENT, LLC.	801-65017	02/08/2008

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1.	Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:	IRS Empl. Ident. No.:
	Lifetime Wealth Planning and Management, LLC	42-xxxxxx

Item of Form (identify)	Answer
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GENERAL

Lifetime Wealth Planning and Management, LLC (LWPM) is a "fee only" financial planning and investment advisory firm. "Fee only" means that we do not accept any remuneration other than the fees we charge. Although LWPM may recommend financial products as part of the planning process, no commissions, referral fees, or other forms of compensation are received as a result of these recommendations. LWPM primarily recommends the use of no-load mutual funds and insurance products. LWPM is neither a law firm nor a public accounting firm. We do not give legal advice. Any opinions we give as part of our review and analysis does not constitute legal advice. You will need to contact an attorney for such advice.

LWPM MISSION AND VISION STATEMENT

Our mission is to seek to understand our clients and their unique set of circumstances, values and goals which will enable us to create and implement a financial investment plan that maximizes the probability of achieving their goals and dreams.

Our role is that of an independent, trusted financial advisor, coach and mentor to our clients, providing personalized service that exceeds client expectations with uncompromising integrity.

Our vision is to establish a reputation among our clients and peers for our high professional, ethical, and moral standards and for our dedication to upholding these standards in our communities. LWPM employees will be provided every available opportunity to reach their personal and professional goals, in a workplace that leverages technology, professional and people skills. LWPM employees are a team, proud to be associated with one another and working to the betterment of our profession for the benefit of our clients.

Item 1.A.2

INVESTMENT MANAGEMENT SERVICES

LWPM provides professional portfolio management as part of our comprehensive asset management services. The core of LWPM's investment process involves determining and matching client goals, objectives, circumstances, risk tolerance and preferences to long-term portfolio strategies that are detailed in an Investment Policy Statement (IPS). The comprehensive asset management service includes:

- 1) Collection and assessment of relevant Client data;
- 2) Identification of Client's investment goals and objectives;
- 3) Creation of a Client specific investment strategy, documented in a written Investment Policy Statement (IPS)
 - which includes a specific asset allocation and tolerance ranges permitted for each asset class;
- 4) Implementation of such strategy using specific investments according to the provisions contained in the IPS and approved by the Client;
 - a) Invest on the Client's behalf in securities which LWPM deems best suited for the Client;
 - b) Review the investments and asset allocation at least quarterly to determine if a reallocation is needed to conform to Client's IPS and/or as changes in Client's circumstances warrant; and,
- 5) Monitor and report to the Client on a quarterly basis and re-evaluate and implement any changes to the Strategy as client circumstances warrant.

Complete amended pages in full, circle amended items and file with execution page (page 1).

LWPM shall not have any authority to vote proxies for securities in Client's account.

Asset Management fees: The per annum fee schedule is as follows:

- 1.00% on portfolio assets up to \$1,000,000
- 0.80% on portfolio assets in excess of \$1,000,000 up to \$2,000,000
- 0.60% on portfolio assets in excess of \$2,000,000 up to \$3,000,000
- 0.40% on portfolio assets in excess of \$3,000,000 up to \$5,000,000
- 0.20% on portfolio assets in excess of \$5,000,000

These fees are for investment advisory services only and do not include any transaction fees or commissions charged by the custodial brokerage firm. The rates may be reduced for; existing or former clients of Bernhardt Wealth Management, Inc., or family or friends. Employees and family may have fees waived.

The above fees shall be payable quarterly, in advance. The first payment is due upon execution of the agreement, and will be assessed pro-rata and payable during the subsequent quarter in the event the Agreement is executed other than the first day of the new calendar quarter. Subsequent payments will be assessed and due within the first 30 days of each calendar quarter, which may be adjusted for deposits and withdrawals during the quarter.

Payment of fees may be paid directly by the client, or the client may authorize the custodian holding client funds and securities to deduct LWPM advisory fees from the client account in accordance with statements prepared and submitted to the custodian by LWPM. The custodian will provide periodic account statements to the client. Such statements will reflect all fee deductions to LWPM. Clients will be provided a billing statement for each quarterly billing which shows how the fee was calculated by LWPM. It is the client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated.

Total fees are negotiable for portfolios in excess of \$5,000,000 and as specified above. Fees are not collected for services to be performed more than six months in advance. The minimum annual fee for asset management services is \$5,000.00. The minimum may be reduced for existing or former clients of Bernhardt Wealth Management, Inc., or family or friends.

Clients may terminate the Agreement without penalty (full refund) within five business days of signature. After the first five days, investment advisory services will continue until either party terminates the Agreement on ten calendar day's written notice. If a termination occurs prior to the end of a calendar quarter, a pro-rata refund of unearned fees will be made to the Client.

Mutual Fund and Transaction Fee Disclosure:

All fees paid to LWPM are for investment advisory services and are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and possibly a distribution fee. The Client is responsible for reading and understanding each mutual fund prospectus to include an understanding of these fees charged by the mutual fund. Additionally, the custodial brokerage firm may charge a separate transaction fee for the purchase or sale of any mutual fund ("transaction fee fund") payable to the brokerage firm which effected the transaction.

Start Up Fee:

Some client situations may require more extensive upfront financial planning and/or analysis in order to quantify goals and objectives and/or to provide necessary input to the development of the IPS (e.g., determining cost basis for securities which have either been held for an extended period of time and/or for which few records exist). LWPM reserves the right to bill separately for this service, which typically would range in cost from \$1,000 to \$5,000 depending on the complexity involved. This analysis would take place prior to the development of an IPS and Client would be given a written estimate of the cost and required to sign a separate Client Agreement for this work to be performed.

FINANCIAL PLANNING SERVICES

LWPM provides either comprehensive or segmented financial planning services to clients that do not meet firm minimums for asset management or choose not to retain LWPM for comprehensive asset management services. Comprehensive financial planning services cover the following areas: cash management (budgeting); retirement planning, investment planning, income tax planning, estate planning and risk management (insurance). Segmented planning may include one or more of these areas as specified in the Client Agreement. If a prospective Client's circumstances are such that comprehensive planning is warranted, LWPM will not perform segmented planning for such Client as this would not be in the best interest of the client.

Fees for Financial Planning are quoted at a flat fee and are based on complexity. Simple plans involving only a few "segments" (for example investment and retirement planning) will generally range from \$2,000 to \$5,000 depending on the situation examined. Fees for Comprehensive Financial Plans generally range from \$5,000 to \$10,000 although they may be higher if circumstances warrant. Half the quoted fee is payable upon signing the Client Agreement and the balance upon delivery of the written Plan. Client may terminate the Agreement without penalty (full refund) within five business days of signature. After the first five days, the client may terminate the agreement at any time and a refund of the unearned fees will be made, or an invoice for fees due will be prepared, based on the time and effort expended before termination. The Agreement for Financial Planning terminates upon delivery of the final written plan. At this time, no refunds will be made.

FINANCIAL CONSULTATIONS SERVICES

LWPM also provides consultations on an hourly basis to discuss investment strategies and other financial planning topics that can be addressed in a consultative setting. Hourly consultations can only provide general investment and other financial planning advice. If a prospective Client's circumstances require a more comprehensive planning solution, this will be recommended to the client.

Fees for Financial consulting services are computed at an hourly rate and currently range from \$150 to \$300 per hour based upon the level of service, services requested and the professional performing the service. All billing is in arrears at the completion of the consultations. As the Agreement for Financial consultations terminates upon completion of the consultation, no refunds will be made after the consultation session ends.

Item 3.L

Types of Investments

The client may request LWPM to give advice on, and include in their managed portfolio, individual securities (i.e., stocks and bonds). LWPM generally will make recommendations for no-load mutual funds and variable annuities.

Item 4.A.5 and 4.C.7

Methods of Analysis and Investment Strategies

LWPM designs a broadly diversified portfolio of institutional asset class mutual funds and/or no-load or load-waived index funds which best suit the Client's goals, objectives and risk tolerance profile. LWPM's investment strategies are grounded in Modern Portfolio Theory and rest on four basic tenets:

- 1) The focus is on long-term investment policy in light of client objectives, circumstances, risk tolerance and preferences rather than attempting to predict changes in prospects for financial markets;
- 2) Portfolio risk is reduced through global diversification and the use of least correlated asset classes (including short-term fixed income (bond) asset classes);
- 3) Portfolio returns are a function of investment risk assumed in the long-term; and,
- 4) A belief that financial markets are fundamentally efficient and therefore, a focus on factors which are controllable to some degree (such as trading costs, mutual fund fees, timing of transactions having an income tax consequence, etc.)

Education and Business Standards

All employees who render investment advice though LWPM must hold or be in the process of qualifying for the Certified Financial Planner® (CFP®) designation conferred by the Certified Financial Planner Board of Standards. A college or university degree and appropriate business or financial experience are also required. In addition, each employee must read thoroughly, and agree to abide by the Code of Ethics and the Standards of Professional Conduct issued by any professional association of which they are members.

Item 6.

Education and Business Background

Carolyn T. Walder, CFP DOB 1960

Education:

Humboldt State University, Arcata, CA
BA Geology/Environmental Engineering [Magna Cum Laude] (1985)
American College, Bryn Mawr, PA
Certified Financial Planner Certificate Program completed (1999)

Examinations/Professional Designations:

National Association of Securities Dealers (NASD), 1997, Series 6 Exam (Investment Company and Variable Contracts Products Representative).
NASD, 1997, Series 63 Exam (Uniform Securities Agent State law Examination)
State of Virginia Department of Insurance, 1997, Life, Health and Disability Insurance License
NASD, 1998, Series 65 Exam (Uniform Investment Advisor Law Examination)
College for Financial Planning, Denver, CO, 2001, Certified Financial Planner (CFP®)

Business Background:

Lifetime Wealth Planning and Management, Alexandria, VA - President
1/2005 - Present
Bernhardt Wealth Management, McLean, VA - Advisory Affiliate
8/1998 - 12/2004
Investors Security Company, Inc., Suffolk, VA - Registered Representative
6/1998 - 8/1998
Primerica Financial Services, Alexandria, VA - Registered Representative/Insurance Agent
4/1997 - 6/1998
US Department Of Energy, Washington DC - Environmental Engineer
2/1992 - 9/1996

Diana J. Batchelor, MBA DOB 1957

Education:

Franklin University, Columbus, OH
BS Business Administration and Marketing [Summa Cum Laude] (1997)
Franklin University, Columbus, OH
Masters of Business Administration [Summa Cum Laude] (2000)
University of Maryland University College, Adelphi, MD
BS Accounting [Summa Cum Laude] (2003)
Georgetown University, Washington, D.C.
Advanced Professional Certificate in Financial Planning (2006)

Examinations/Professional Designations:

NASD, 2005, Series 65 Exam (Uniform Investment Advisor Law Examination)

Business Background:

Lifetime Wealth Planning and Management, Alexandria, VA – CEO/CFO/CCO
1/2005 - Present
Bernhardt Wealth Management, McLean, VA - Paraplanner
9/2004 - 12/2004
Columbia Gas Transmission, Fairfax, VA – Regulatory Associate
6/2000 - 6/2003
Columbia Energy Group, Columbus, OH – Gas Management Services Representative
6/1997 - 6/2000
Columbia Gas Distribution Companies, Columbus, OH – Gas Controller
5/1993 - 9/1997

Participation or Interest in Client Transactions

Item 10.

At times the interests of LWPM and/or its advisory affiliates correspond with their client's interests, and then we may invest in the same securities that are recommended to clients. Any such instance will be coincidental and will only be in such securities that are widely held and readily marketable or redeemable. Any such coincidental purchase or sale would be minimal in relation to the total outstanding value, and as such would have negligible or no effect on the market price.

Conditions for Managing Accounts

Item 12.A

The minimum annual fee for investment management accounts is \$5,000, or a minimum quarterly fee of \$1,250. This corresponds to fee of 1% annually on an account size of \$500,000. LWPM may accept smaller portfolios subject to a minimum quarterly fee of \$1,250. This would increase the maximum percentage rate paid to more than 1% annualized. However, in no case would the fee exceed 2% per year. Therefore, the absolute minimum portfolio size is \$250,000. A related group of accounts may be aggregated for purposes of meeting the minimum portfolio size and waiving the minimum fee.

The minimum portfolio size and /or annual fee may be reduced for: existing or former clients of Bernhardt Wealth Management, Inc., friends and family of advisory affiliates, and employees, There is no minimum criteria for Financial Planning or Financial Consultation clients.

Investment Authority

Item 12.B

A limited Power of Attorney will be obtained from clients. LWPM does not have full discretionary authority over client accounts, and therefore, does not have the authority to determine the securities, or the amount of securities, to be bought or sold. LWPM does rebalance the portfolio on at least a quarterly basis, back to the asset allocation specified and agreed to in the Investment Policy Statement (IPS) without contacting the client. Prior to changes in the asset allocation model or the securities to be used, LWPM would require approval by the client. This is considered a limited discretionary account.

LWPM does not vote proxies. It is the client's responsibility to vote proxies.

Brokerage Recommendations

Item 13.A

LWPM recommends TD Ameritrade Investor Services Inc. ("TD Ameritrade"), Member NYSE/SIPC. LWPM participates in the TD Ameritrade Institutional Services program, a division of TD Ameritrade. TD Ameritrade is an unaffiliated SEC-registered broker/dealer and NASD member. TD Ameritrade offers to independent advisors services which include custody of securities, trade execution, clearance and settlement of transactions. LWPM may receive benefits from TD Ameritrade as detailed in Item 13.B.

LWPM understands its duty for best execution. The selection is made on the discount rates and execution services available to the client. Clients may pay transaction fees to outside brokerage firms for the purchase of "no-load" or load-waived funds. The custodian/brokerage firm provides the clients with consolidated statements.

Advisory affiliates of LWPM are not registered representatives of any brokerage firm, and do not receive any commissions or fees from recommending these services. LWPM may purchase through the brokerage firms, or through independent companies, computer equipment and/or real time computer data to facilitate sending and receiving account information.

Additional Compensation

Item 13.B

LWPM may receive incidental compensation from the discount brokerage firms or other money managers for research services to include reports, software, and the ability to perform due diligence on the firms. These research services may be useful in servicing all of LWPM's clients, and may not be used in connection with any particular account which may have paid compensation to the firm providing such services. While LWPM may not always obtain the lowest commission rate, LWPM believes the rate is reasonable in relation to the value of the brokerage and research services provided. LWPM does not use full service brokerage firms and therefore believes that the rates are generally obtained at a discount. LWPM does not have discretion as to brokerage firms or money managers, and therefore, the client is always free to accept or reject any recommendations by LWPM.

LWPM may receive client referrals from Dimensional Fund Advisors. There is no minimum business requirement or fee to participate in this referral program. However, participation may provide an incentive to continue doing business with the firm, and thus may result in a potential conflict of interest.

LWPM may receive referrals from Bernhardt Wealth Management (BWM) under an asset purchase agreement dated 12/31/2004. If any such referrals become clients of LWPM, BWM will receive a referral fee until the end of the asset purchase agreement contract date (12/31/2009). At that time all referral arrangements will cease and no additional or further fees will be paid to BWM.

LWPM understands its duty for best execution and considers all factors in making recommendations to clients.

End Schedule F