

Item 1: Cover Page

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Form ADV Part 2A – Firm Brochure

Dated January 2, 2018

This brochure provides information about the qualifications and business practices of Illumint Financial Advisors LLC (“Illumint”). Anyone who has questions about the contents of this brochure may contact the company at (202) 780-6565. 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.

Illumint Financial Advisors LLC is registered as an investment advisor with the District of Columbia. Registration of an investment advisor does not imply any level of skill or training.

Additional information about Illumint is available on the SEC’s website at adviserinfo.sec.gov, which can be found using the firm’s identification number, 290263.

Item 2: Material Changes

The following changes have been made to this version of the Disclosure Brochure:

- **Item 5:** The upfront fees for Planning Advisory Services (i.e., annual financial planning) and Spotlight Advisory Services are now fully refundable for up to 48 hours after receipt. Please see Item 5 for additional information.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations, and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually if a material change occurs in Illumint's business practices.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website (<http://www.adviserinfo.sec.gov>) by searching for our firm name ("Illumint") or by our CRD number (290263). You also may request a copy of this Disclosure Brochure at any time by contacting us at (202) 780-6565.

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Item 4: Advisory Business

Advisory Firm Description

Illumint Financial Advisors LLC is registered as an Investment Advisor with the District of Columbia. Illumint tailors its personalized financial services to new couples and young families who seek help with financial decisions related to student loan repayment, joint bank accounts, housing, child expenses, future education funding, and other common financial needs.

Kevin Mahoney is the sole owner of Illumint, which was founded in September 2017. The company is not a subsidiary of, nor does it control, any other industry entity. Illumint does not currently report any discretionary or non-discretionary assets under management (AUM).

Illumint's business model is uncommon for the financial industry. The company:

- **Adheres to a strict fiduciary standard**
- **Welcomes all client income levels and investment account sizes**
- **Never charges fees based on how much a client's investment assets are worth**
- **Does not earn any commission-based compensation**

As a fiduciary, Illumint and its advisors give prudent advice in the client's best interest, avoid misleading statements, and only receive compensation from fixed, flat-rate fees disclosed and agreed upon in advance. Illumint's full policies, including service offerings and pricing, are described in more detail in the sections below.

Planning Advisory Services

Annual financial planning is a thoughtful, strategic attempt to achieve a client's short and long-term financial goals. Unlike many day-to-day and even month-to-month financial decisions, financial planning is a comprehensive exercise that incorporates numerous qualitative and quantitative variables, from a client's risk tolerance and ability to exercise financial discipline to income projections and retirement preferences. Financial planning is also a dynamic process, changing incrementally over time as life circumstances and economic conditions shift. Clients who engage in financial planning will receive personalized verbal and written insights, feedback, and suggestions for how to achieve their financial goals through each phase of life.

The planning process can cover any number of relevant financial topics, which the client and advisor will work together to identify when the engagement begins. Such topics may include:

- Student Loan Repayment
- Employment Benefits
- Joint Bank Accounts
- Housing
- Job Transitions
- Child Expenses
- Future Education Funding
- Health Care Savings
- Retirement
- Investment Allocations
- Insurance
- Tax Efficiency
- Estate Structures
- Cash Flow & Budgeting
- Small Business Development
- Travel & Sabbatical Funding
- Financial Communication with Kids

Illumint provides comprehensive financial planning services on an *annual* basis, in two distinct phases: an initial (first year) planning process and an ongoing (subsequent years) planning process. Each process relies on an annual timeline for two primary reasons:

- The company believes that the most effective decisions for the numerous financial topics that comprehensive planning covers unfold at a deliberate pace after careful discussion and consideration.
- The full calendar year triggers many financial questions, concerns, and decisions -- from the April tax deadline and peak house-hunting season to a company's open enrollment period and the start of the new school year.

First Phase: Initial Planning

For both the client and the financial advisor, the initial financial planning process often feels the most daunting, due to the amount of information, introspection, and long-term assumption-making required. Illumint seeks to foster a positive and productive client experience by breaking down the process into several steps that unfold gradually during the engagement. While the exact steps and timing will vary based on client needs and preferences, the initial planning process typically involves:

- *Value Session*
During the introductory in-person meeting or video chat between advisor and client, we will seek to understand the client's values, goals, and concerns. Before contemplating a formal agreement, we will attempt to confirm that an advisor can indeed add value to the client's short and/or long-term financial outlook. **Illumint will discourage individuals from becoming clients if opportunities to improve their short and/or long-term financial circumstances appear limited.**
- *Data Review*
Once the parties finalize an agreement, the client will receive a link to input his or her financial data into private, secure financial software. The advisor will then meet with the client to answer any questions about the input process and ensure that all necessary information is available for consideration and review.
- *Strategy Meetings (3)*
After the advisor conducts research and analysis based on the data that the client provides, the parties will meet on three separate occasions to discuss the client's optimal strategies. The meetings will roughly break down into the following categories:
 1. Immediate savings opportunities
 2. Six-month action targets
 3. Long-term maneuvers

The advisor will give the client guidance on how to implement the agreed-upon strategies, although implementation ultimately remains the client's responsibility (in part due to the client retaining ownership of financial accounts and maintaining account access and security). The advisor will be available via text, e-mail, and phone to answer any questions about implementation.

- *Semi-Annual Review*

A broad financial strategy meeting around the sixth month of the engagement is a fitting time to assess progress and address deficiencies. At this point, the advisor and client will have completed all three strategy meetings, and the client will have had time to consider and implement the advisor's recommendations. These steps in the process may prompt the client to adjust certain financial preferences or goals, which the advisor can then incorporate into the long-term financial plan.

- *Year-Ahead Review*

Before the client's first-year engagement concludes, the advisor and client will meet to evaluate whether the first year has unfolded as anticipated, modify the financial plan to include any new information, and discuss what actions the client should be prepared to take during the following calendar year. If the client intends to continue the advisor relationship through Illumint's ongoing planning service, the client and advisor will discuss specific steps that the client should take before the parties' next significant review meeting.

While the most substantial client-advisor interaction will take place during structured meetings scheduled in advance, the advisor will remain available via texts, e-mails, and brief phone calls to monitor the client's progress and clarify any uncertainty or confusion that may arise during the engagement.

The fee that Illumint charges for this service is outlined in Item 5 of this brochure. **Please note that Illumint's annual financial planning services include investment advisory services,** which are described in detail later in this Item 4.

Phase Two: Ongoing Planning

After the first year, Illumint's financial planning services may continue at the client and advisor's mutually agreed upon discretion. During the second and subsequent years, Illumint's financial planning will focus on three primary objectives:

- Keeping the client progressing toward the milestones identified in the first year
- Updating the client's short and long-term plan to reflect new goals, hurdles, and resources
- Helping the client to attain a deeper understanding of their most relevant financial topics

The client and advisor will continue to interact on a regular basis, most notably during semi-annual plan review meetings (two per year), personalized education sessions (two per year), distribution of insightful finance articles, and ongoing text, e-mail, and phone exchanges.

Throughout this time, Illumint also is happy to provide referrals to other financial professionals (e.g., accountant, lawyer, or insurance agent) who can implement certain strategies outlined in the client's financial plan.

The fee that Illumint charges for this service is outlined in Item 5 of this brochure. **Please note that Illumint's annual financial planning services include investment advisory services,** which are described in detail later in this Item 4.

Spotlight Advisory Services

Some potential clients may determine that certain constraints will prevent them for the time being from engaging in comprehensive financial planning services. For those individuals and others who only seek guidance on one pressing issue, Illumint offers a "spotlight" financial session. The spotlight session can address any financial topic, including those listed at the start of this Item 4, such as a payment plan for outstanding student loan debt or a strategy to save for and purchase a house.

The spotlight session, which typically unfolds between a one to three-month period, involves:

- *Value Confirmation*
During the introductory in-person meeting or video chat between advisor and client, we will seek to understand the client's objective related to the selected financial topic. Before contemplating a formal agreement, we will attempt to confirm that the advisor can indeed set the client on a path to achieving the stated goal.
- *Data Check-In*
Once the parties finalize an agreement, the client will receive a link to input any relevant financial data into private, secure financial software. The advisor will then briefly meet with the client to answer any questions about the input process and ensure that all necessary information is available for consideration and review.
- *Strategy Download*
After the advisor conducts research and analysis based on the data that the client provided, the parties will meet to discuss the client's optimal strategy. The advisor will give the client guidance on how to implement the agreed-upon strategy, although implementation ultimately remains the client's responsibility.

The advisor will remain available via text and e-mail for a few weeks after the strategy meeting to clarify any uncertainty or confusion that arises as the client considers and implements the strategy.

The fee that Illumint charges for this service is outlined in Item 5 of this brochure.

Investment Advisory Services

Illumint encourages all individuals, whether clients or not, to devote time, thought, and research to ensuring that their long-term financial needs and objectives align with their current actions and intermediate-term plans. For potential clients who do not require assistance with this planning, Illumint also offers standalone investment advisory services.

Illumint can offer several investment advisory features (listed below) to such clients, but the company strongly suggests that clients keep their investment strategy and process as simple and straightforward as possible. Accordingly, Illumint, as a general rule, actually discourages most clients from utilizing investment managers, so-called “robo-advisors,” and even Illumint’s own full investment advisory package. Instead, Illumint is available for a brief meeting to suggest to these individuals how, without much effort, they may implement on their own a time-tested passive investment strategy that avoids the costly fees investment managers and robo-advisors charge.

For clients who decide that Illumint’s full investment advisory services make sense for their personal circumstances, the company offers:

- A portfolio “suitability” analysis based on client financial data, client input, any investor profile questionnaires, and the advisor’s own research
- Recommendations for appropriate account types, investment amounts, and asset allocations
- Reinvestment of capital gains and dividends, portfolio rebalancing, and tax optimization
- Semiannual meetings to consider portfolio adjustments, based on any changes in the client’s goals, preferences, and/or investment restrictions
- Ongoing investment account monitoring

When a client utilizes Illumint’s full investment advisory services, the company may use one or more third-party “money” managers (“Outside Managers”) for portfolio management services, such as transaction processing, paperwork, and billing. In such cases, Illumint regularly interacts with the Outside Manager to ensure that its role effectively supports the investment strategy created with the client. Illumint’s process for vetting any Outside Managers with which the company works is further discussed in Item 8 of this Form ADV Part 2A.

Please note that Illumint’s annual financial planning services include investment advisory services. For regulatory purposes, the client may need to execute a separate contract that also appoints Illumint as its investment advisor.

The fee that Illumint charges for its investment advisory services are outlined in Item 5 of this brochure.

Hourly Advisory Services

In rare and unusual cases, at a client’s request and with the advisor’s consent, Illumint will offer financial guidance on an hourly basis. In general, Illumint discourages clock-centric engagements that distract from high-quality, holistic financial services and can generate higher client costs.

The fee that Illumint charges for this service is outlined in Item 5 of this brochure.

Speaking Engagements & Educational Seminars

Illumint welcomes groups with shared interests who seek general advice on one or more personal finance topics, particularly those common to new couples and young families, to contact the company about speaking engagements or educational seminars. Illumint will personalize the content of these speeches and seminars for the needs of the attendees, but all events will share a few characteristics:

- Speeches and seminars are purely educational in nature and do not involve the sale of any investment products
- Illumint does not provide individualized investment advice to attendees during these speeches and seminars
- Any information presented will not be based on any one individual's personal financial circumstances

The fee that Illumint charges for this service is outlined in Item 5 of this brochure.

Qualified Plan Consulting Services

Illumint may provide several advisory services for corporate retirement plans, separately or in combination. The primary clients for these services will be pension, profit-sharing, 401(k), and other small business plans.

Clients may engage Illumint to provide qualified retirement plan consulting services. Qualified retirement plan consulting services may include, but are not necessarily limited to:

- Development and maintenance of model investment portfolios
- Recommendations regarding investment selection
- Educational presentations to plan participants
- One-on-one consultations with plan participants

The exact suite of services provided to a client will be listed and detailed in the qualified retirement plan consulting agreement.

Illumint will submit allocation instructions to the designated record-keeper or third-party administrator only after consultation with and agreement from the client's plan trustees. Client funds and assets will be held with a third party that will serve as the client's qualified custodian. In the event that a client contracts Illumint for one-on-one consulting services with plan participants, such services will be consultative in nature and will not grant Illumint authority to implement recommendations in individual participant accounts. Illumint will not execute transactions on behalf of any client. Plan participants will be responsible for implementing any changes in their individual accounts.

The fee that Illumint charges for this service is outlined in Item 5 of this brochure.

Client-tailored Services and Client-imposed Restrictions

Illumint offers the same suite of services to all of its clients. However, specific client financial plans and their implementation depend on the information that the client provides, which helps to generate a client investment policy statement outlining the client's current financial circumstances (e.g., income, tax levels, and risk tolerance). The advisor then uses this policy statement to construct a financial plan and/or personalized investment portfolio that aligns with the client's restrictions, needs, and targets.

Depending on the scope of the client's engagement with Illumint, the company may request early in the process certain key financial information, including, but not limited to, the items listed below. The

extent of the information that Illumint receives directly relates to the quality of the advice that the company can provide to the client.

- Student loan documents
- Tax returns, W- 2s or 1099s, and/or paystubs
- Credit card balances and interest rates
- Employer benefits information
- Auto, home loans, home equity lines (HELOCs), and other liabilities
- Retirement plan documents
- Recent investment statements
- Mortgage documents
- Insurance policies
- Any relevant business contracts
- Wills, codicils and trusts
- Risk profile questionnaire

Wrap Fee Programs

For clients' background information, the SEC defines a "wrap fee program" as a business model under which "investment advisory and brokerage execution services are provided for a single 'wrapped' fee that is not based on the transactions in a client's account. An investment advisory program under which all clients pay traditional, transaction-based commissions is not a wrap fee program. Similarly, a program under which client assets are allocated among mutual funds is not a wrap fee program because normally there is no payment for brokerage execution."

Illumint does not participate in wrap fee programs.

Item 5: Fees and Compensation

Please note that, if a client has not received the firm's disclosure brochure at least 48 hours prior to signing an investment advisory contract, the client may terminate the investment advisory contract within five (5) business days of signing the contract without incurring any advisory fees.

The fees that Illumint charges depend on the type of financial service(s) that the company renders.

Illumint welcomes all client income levels and investment account sizes. The company also seeks to provide as much transparency to clients as possible, so the fees associated with each service are detailed below:

Planning Advisory Services

As discussed in Item 4, Illumint provides comprehensive financial planning services on an annual basis, primarily for the following reasons:

- The company believes that the most effective decisions for the numerous financial topics that comprehensive planning covers unfold at a deliberate pace after careful discussion and consideration.
- The full calendar year triggers many financial curiosities, concerns, and decisions - from the April tax deadline and peak house-hunting season to a company's open enrollment period and the start of the new school year.

While a client may terminate planning services at any time with written notice at least 30 days in advance, both the client and the advisor should enter into an agreement with the expectation that a truly comprehensive planning process will span an entire year, culminating in a strategy session for the year ahead.

Most clients, however, budget and pay bills on a monthly, often automated, basis, so Illumint has structured its payment timing accordingly. This method also enables a client to pay for planning services in increments over time, rather than in one or two large lump-sum payments.

After the first month, the subsequent payments that the client makes (always paid in arrears) will remain the same each month, and the client is welcome to automate payments if he or she prefers to do so. Only the first month deviates from this structure, as explained below.

Phase One: Initial Planning

For both the client and the financial advisor, the initial financial planning process often feels the most daunting, due to the amount of information, introspection, and long-term assumption-making required. Compared to future years in the client-advisor relationship, the advisor front-loads some research and analysis in this phase to understand the client's personality, life circumstances, concerns, and goals. Accordingly, Illumint structures its first-year financial planning fee as follows:

- An initial research and analysis payment that starts at \$799, ranging up to \$1,499 for atypical financial profiles that require unusually time-consuming study and preparation.
- A remaining amount split into monthly payments (months 2-12) starting at \$199, ranging up to \$499 for the same atypical financial profiles mentioned above.

A few notes about the first-year financial planning fee:

- The fee may be negotiable in certain circumstances
- Fees for this service are due upon receipt of the company's invoice, and should be paid by electronic funds transfer
- Illumint's services are considered to be provided if client cancels or fails to appear for any scheduled meetings without 24 hours' advance written notice
- This service may be terminated with written notice at least 30 days in advance
- The initial research and analysis payment is fully refundable for up to 48 hours after receipt. The remaining annual fee payment is split into monthly amounts paid in arrears, so no rebate will be required in the event of client's early termination
- Illumint will never bill an amount above \$500 more than six months in advance
- Fees are not dependent upon results and no specific financial outcome is assured

Phase Two: Ongoing Planning

Many clients will seek to continue the financial planning relationship after the first year concludes to regularly update the client's initial strategy, receive personalized financial education sessions, and remain accountable and on track to achieve long-term objectives. Most life changes and subsequent

plan modifications will unfold incrementally over the following year(s), though. Accordingly, Illumint offers a reduced annual fee for ongoing financial planning, structured as follows:

- An annual fee split into monthly payments starting at \$99, ranging up to \$499 for atypical financial profiles that require unusually time-consuming study and preparation.

A few notes about the ongoing financial planning fee:

- The fee may be negotiable in certain circumstances
- Fees for this service are due upon receipt of the company's invoice, and should be paid by electronic funds transfer
- Illumint's services are considered to be provided if client cancels or fails to appear for any scheduled meetings without 24 hours' advance written notice
- This service may be terminated with written notice at least 30 days in advance
- The ongoing annual fee is split into monthly amounts paid in arrears, so no rebate will be required in the event of early termination
- Illumint will never bill an amount above \$500 more than six months in advance
- Fees are not dependent upon results and no specific financial outcome is assured

Spotlight Advisory Services

Some potential clients may determine that certain constraints will prevent them for the time being from engaging in comprehensive financial planning services. For those individuals and others who only seek guidance on one pressing issue, Illumint offers for a fixed, flat-rate fee a "spotlight" financial session. The spotlight session can address any financial topic, including those listed at the start of Item 4, such as a payment plan for outstanding student loan debt or strategies to save for and purchase a house. Illumint structures payment for the spotlight session as follows:

- A one-time fee starting at \$599, ranging up to \$2,999 for an atypical financial issue that requires unusually time-consuming study and preparation.
- Fifty percent of the fee is due after the client executes an agreement, with the remainder due at the completion of the engagement.

A few notes about the spotlight financial session fee:

- The fee may be negotiable in certain circumstances
- Fees for this service are due upon receipt of the company's invoice, and should be paid by electronic funds transfer
- Illumint's services are considered to be provided if client cancels or fails to appear for any scheduled meetings without 24 hours' advance written notice
- The first (50%) payment is fully refundable for up to 48 hours after receipt. However, if the client wishes to terminate the engagement early, he or she may do so with written notice up to ten (10) calendar days before the scheduled strategy meeting. With timely termination, the client no longer will owe the remaining (50%) payment.
- Illumint will never bill an amount above \$500 more than six months in advance
- Fees are not dependent upon results and no specific financial outcome is assured

Investment Advisory Services

As a general rule, Illumint actually discourages most clients from utilizing investment managers, so-called “robo-advisors,” and even Illumint’s own full investment advisory services. Instead, Illumint is available for a one-time meeting to suggest to these individuals how, without much effort, they may implement a time-tested passive investment strategy that avoids the compounding fees investment managers and robo-advisors charge. Clients also may e-mail Illumint in the weeks following the meeting if questions arise during the client’s implementation process.

Whether clients opt for this conversation or Illumint’s full investment advisory package, Illumint offers its services for a fixed, flat-rate fee -- clients never pay based on how much their assets are worth. Such a fee structure for investment advisory services purposely differs from many financial service companies, as Illumint believes that:

- A company that offers investment advisory services should not benefit more if the client’s account value increases.
- The level of advisory service does not dramatically change when the assets under the company’s management reach a certain arbitrary level.
- An inherent conflict of interest arises when advisory services are charged based on a percentage of assets under management, as the advisor gains an incentive to prioritize his or her own compensation over the client’s best interests.
- An asset-based fee structure typically serves as the advisor’s primary source of compensation, which may push the advisor (and, accordingly, his or her clients) to focus disproportionately on investment management. However, each variable in clients’ overall financial picture merits ongoing attention to increase the likelihood that they achieve their long-term goals.

To reflect these beliefs, Illumint structures payment for its investment advisory services as follows:

- For clients who are interested in a one-time meeting that may help them to avoid compounding fees over the long term, a single payment starting at \$249, ranging up to \$499 if the client requests a formal follow-up implementation meeting.
- For clients who prefer access to Illumint’s full investment advisory package, a fixed, flat-rate annual fee (split into quarterly payments) starting at \$999, ranging up to \$24,999 for an atypical investment portfolio that requires unusually time-consuming study and execution.
- For full-service clients concerned that the annual fee may represent a relatively large percentage of their total investment assets, Illumint commits that clients will not pay more than 0.20% of these assets as part of any quarterly payment, which will be calculated anew each new quarter. Such assets include, but are not limited to, any 401(k) account, 403(b) account, college savings plan (e.g., 529 or Coverdell), health savings account (HSA), individual retirement account (IRA), or pension.

A few notes about the annual fee that applies to the full investment advisory package:

- The fee may be negotiable in certain circumstances
- Illumint will never bill an amount above \$500 more than six months in advance
- Fees for this service are due upon receipt of the company's invoice, and should be paid in arrears by electronic funds transfer on a quarterly basis
- The annual fee will not change without the client signing a new agreement or amendment to their existing investment advisory agreement
- This service may be terminated with written notice at least 30 calendar days in advance
- Accounts will be charged a pro-rated fee amount based on the current date in the billing period and where the initiation or termination date falls in the calendar quarter
- Since the annual fee is paid quarterly in arrears, no rebate will be required in the event of early termination

As noted above, Illumint may use, depending on the terms of the engagement, one or more third-party "money" managers ("Outside Managers") for portfolio management services, such as transaction processing, paperwork, and billing. In such cases, clients may pay an additional cost for the technology platform that the outside transaction manager uses. By way of example only, Betterment currently charges 0.20% (20 basis points) of total assets each quarter, which it will automatically deduct from the client's investment account. Please note that Illumint's annual advisory fee does not include the Outside Manager's fee, and the client will pay Illumint's advisory fee separately and directly through an electronic funds transfer. Clients should be aware that a technology platform cost is not unique to Illumint or the Outside Manager(s) with which it works.

Hourly Advisory Services

In rare and unusual cases, at a client's request and with the advisor's consent, Illumint will offer financial guidance on an hourly basis at a rate of \$249 per hour. In general, Illumint discourages clock-centric engagements that distract from high-quality, holistic financial services and can generate higher client costs.

The hourly fee may be negotiable based on the circumstances of the request, and will be due upon receiving an invoice at the completion of the engagement. In the event that the client terminates the hourly engagement early, any fees for hours already worked will be due. Typically, the client will use an electronic funds transfer to pay for this service.

Illumint never bills an amount above \$500 more than six months in advance.

Speaking Engagements & Educational Seminars

Illumint welcomes groups with shared interests who seek general advice on one or more personal finance topics, particularly those common to new couples and young families, to contact the company about speaking engagements or educational seminars. Illumint will personalize the content of these speeches and seminars for the needs of the attendees, but all events will share a few characteristics:

- Speeches and seminars are purely educational in nature and do not involve the sale of any investment products

- Illumint does not provide individualized investment advice to attendees during these speeches and seminars
- Any information presented will not be based on any one individual's personal financial circumstances

The research and preparation required prior to the engagement typically have the most impact on the exact fee that Illumint charges. The fee range, which is detailed below, also may depend on the sponsor, date, location, group size, and content requested:

- For speaking engagements, the fee ranges from \$500 to \$25,000, plus travel expenses. Illumint reserves the right to offer speaking engagements on a pro-bono basis.
- For educational seminars, the fee ranges from \$25 to \$500 per attendee, plus travel expenses. Illumint reserves the right to offer educational seminars on a pro-bono basis.

Payment typically is due at the time of booking, but Illumint reserves the right to negotiate different payment terms. The following payment policies related to postponements and cancellations also apply:

- In the event of inclement weather or a flight cancellation, the speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If timely travel proves impossible, or the event is otherwise cancelled, Illumint will waive the speaking fee, but the client shall still be responsible for reimbursing any non-refundable travel expenses already incurred.
- In the event that the client decides to cancel or change the date of the event for any reason other than weather or similar unforeseen causes, the client shall still be responsible for reimbursing any non-refundable travel expenses already incurred. The client also will be required to pay 50% of the total speaking fee if the cancellation occurs within 30 days of the event.
- In the event that the speaker must cancel due to health or similar unforeseen circumstances, the speaker will make all reasonable attempts to find an alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be agreed upon, the client will not be responsible for the speaker's fee or any travel costs that the speaker already has incurred.

Qualified Plan Consulting Services

Illumint may provide several advisory services for corporate retirement plans, including pension, profit-sharing, and 401(k) plans. Qualified retirement plan consulting services may include:

- Development and maintenance of model investment portfolios
- Recommendations regarding investment selection
- Educational presentations to plan participants
- One-on-one consultations with plan participants

The exact services that Illumint will provide will be listed and detailed in the qualified retirement plan consulting agreement. No client, however, will pay to Illumint a percentage of the plan's total assets -- Illumint only charges a fixed, flat-rate fee for services. Such a fee structure for qualified retirement plan consulting services differs from many financial service companies, but Illumint believes that:

- A company that offers retirement plan consulting services should not benefit more if clients' account values increase.
- The level of consulting service does not dramatically change when the assets under the company's management reach a certain arbitrary level.
- A conflict of interest may arise when retirement plan consulting services are charged based on a percentage of assets under management, as the advisor may gain an incentive to prioritize his or her own compensation over the client's best interests.

To reflect these beliefs, Illumint structures its qualified retirement plan consulting services as follows:

- A fixed, flat-rate annual fee (split into monthly payments, paid in advance) starting at \$999, ranging up to \$124,999 for an atypically large plan and/or participant total that requires unusually time-consuming research and execution.

Since qualified retirement plans contain a higher level of complexity than a one-on-one financial advisory relationship, Illumint has provided below an expanded list of service-related notes:

- The fee may be negotiable in certain circumstances
- The final agreed-upon fee will be stated in the qualified retirement plan consulting agreement
- The plan custodian will provide the client with any new account documents, including (if necessary) a document permitting advisor discretion to withdraw advisory fees from client funds.
- The plan custodian will deduct fees from the plan, and disburse such fees as appropriate to Illumint, only after receiving the client's written authorization
- The plan custodian also will document for the client the advisory fee withdrawal schedule
- On no less than a quarterly basis, the plan custodian will send statements to the plan that show all plan disbursements, including the amount and date of the advisory fee paid
- From time to time, Illumint may incur certain expenses outside of its standard fee in order to perform the agreed-upon plan services; Illumint will bill the client directly for these additional fees
- Please note that Illumint's fee is separate from and in addition to any expenses that the plan incurs from the plan custodian, a third-party administrator (if applicable), and at the mutual fund or investment level (e.g., other fund expenses).
- Any third-party billing (e.g., custodian) may differ in frequency from Illumint's billing frequency; clients should direct any questions about a third party's policies directly to that entity. Illumint will never bill an amount above \$500 more than six months in advance.
- A description of each underlying investment's fees and expenses are available in each investment company security's prospectus

- The custodian will bill the client directly for any brokerage commissions and/or transaction ticket fees that the custodian customarily charges. Illumint never receives any portion of such brokerage commissions or transaction fees
- Accounts will be charged a pro-rated fee amount based on the current date in the billing period and where the initiation or termination date falls in the calendar month
- The qualified retirement plan consulting agreement may be terminated by either party with written notice at least 30 calendar days in advance. The agreement automatically terminates upon the client's failure to pay service fees pursuant to the agreement's terms.
- Upon account termination, Illumint or the custodian (as applicable) will refund to the client any unearned fee.

Potential Third-Party Fees and Expenses

Illumint always seeks to minimize the costs and fees that clients incur in completing financial transactions. However, almost all financial transactions do incur some cost, which are separate from and exclusive of the fees that Illumint charges for its personal financial services.

Depending on the financial decisions that the client makes, the client could incur costs that custodians, brokers, or other third parties impose, including, but not limited to, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees. Mutual funds and exchange-traded funds (ETFs) also charge internal management fees, which clients may find detailed in a fund's prospectus. Illumint does not receive any portion of these fees, costs, or commissions, and we will seek to minimize them whenever appropriate.

Item 12 further describes the factors that we consider when selecting or recommending broker-dealers for client's transactions and determining the reasonableness of their compensation (e.g., commissions). Illumint does not accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

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

Illumint does not offer performance-based fees.

Item 7: Types of Clients

Illumint welcomes all interested individuals to contact us about our services and how we may provide them with value; we do not have a minimum wealth or account size requirement. We specialize, however, in providing financial services to new couples and young families who are navigating financial decisions unique to this phase of life.

Please note that all clients must execute an agreement for services in order to establish a client arrangement with us and/or the sponsor of third-party “money” manager platforms (as appropriate).

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

When clients request an investment analysis (described in Item 4 of this brochure) as part of the advisory process, Illumint primarily conducts research and analysis according to a passive investment philosophy.

Passive Investment Management

Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner that achieves a desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange traded funds (ETFs).

Passive investment management is characterized by low portfolio expenses (i.e., the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy, or technique to construct a portfolio that seeks to generate returns that are greater than the broader market or a designated benchmark. Academic research indicates that most active managers underperform the market.

Illumint suggests that individuals who prefer a portfolio structured around an active investment management philosophy seek a different financial advisor.

As necessary and appropriate, Illumint may use one or more third-party “money” managers (“Outside Managers”) for portfolio management services, such as transaction processing, paperwork, and billing.

Use of Outside Managers

Illumint may refer clients to third-party “money” managers (“Outside Managers”) for portfolio management services, such as transaction processing, paperwork, and billing. The company’s analysis of outside managers examines managers’ experience, expertise, investment philosophies, and past performance to determine which managers have demonstrated an ability to effectively invest over a period of time and in different economic conditions. Illumint monitors the manager’s underlying holdings, strategies, concentrations, and leverage as part of our overall periodic risk assessment. Additionally, as part of Illumint’s due-diligence process, the company surveys the manager’s compliance and business enterprise risks. A risk of investing with an outside manager who has succeeded in the past is that he/she may not be able to replicate that success in the future. In addition,

Illumint does not control the underlying investments in an outside manager's portfolio. As a result, a risk exists that a manager may deviate from the stated investment mandate or portfolio strategy, making it a less suitable investment for our clients. Illumint also does not control the manager's daily business and compliance operations, so we may be unable to verify that the appropriate internal controls are in place to prevent business, regulatory or reputational deficiencies.

Material Risks

All of the investing strategies that Illumint may suggest involve risk and can result in the loss of the client's original investment, which he or she must be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities, and any other investment or security. The material risks associated with our investment strategies include:

- **Market risk:** Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.
- **Strategy risk:** The advisor's investment strategies and/or investment techniques may not work as intended.
- **Small and medium-cap company risk:** Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the client's portfolio.
- **Turnover risk:** At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.
- **Interest rate risk:** Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.
- **Legal or legislative risk:** Legislative changes, regulatory enactments, or court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.
- **Inflation:** Inflation may erode the buying-power of the client's investment portfolio, even if the dollar value of the investments remains the same.

Securities-Related Risks

Aside from the general risks outlined above, which apply to all types of investments, specific securities may have additional risks:

- **Commercial paper** is, in most cases, an unsecured promissory note that is issued with a maturity of 270 days or less. Being unsecured the risk to the investor is that the issuer may default.
- **Common stocks** may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.
- **Corporate bonds** are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.
- **Bank obligations** including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.
- **Municipal bonds** are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return to the after-tax return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, and liquidity and valuation risk.
- **Options and other derivatives** carry many unique risks, including time-sensitivity, and can result in the complete loss of principal. While covered call writing does provide a partial hedge to the stock against which the call is written, the hedge is limited to the amount of cash flow received when writing the option. When selling covered calls, there is a risk the underlying position may be called away at a price lower than the current market price.
- **Exchange-traded funds (ETFs)** prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected. ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases

in stock prices) halts stock trading generally. The Advisor has no control over the risks taken by the underlying funds in which client's invest.

- **Investment companies** enable a client to invest in open-end mutual funds or ETFs, but the client then indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, many of which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives).

Item 9: Disciplinary Information

Criminal or Civil Actions

Illumint and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

Illumint and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

Illumint and its management have not been involved in legal or disciplinary events that are material to a client's or prospective client's evaluation of Illumint or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Illumint is not involved in any other financial industry activities or affiliations. Specifically:

- No Illumint associate is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- No Illumint associate is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.
- Illumint does not have any related parties. As a result, we do not have a relationship with any related parties.

- Illumint only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

Recommendations or Selections of Other Investment Advisors

As referenced in Item 4 of this brochure, Illumint may recommend to clients certain third-party “money” managers (Outside Manager) to provide access to transaction processing, paperwork, and billing. When Illumint does recommend an Outside Manager, please note that the company does not share in their advisory fee. Illumint’s fees are separate and in addition to any fees that they may charge (as noted in Item 5); these outside costs will be described to the client prior to engagement. Clients have the right to choose whether or not to use the services of any Outside Manager that Illumint recommends, and clients are not obligated to use the recommended Outside Manager. Additionally, Illumint will only recommend an Outside Manager that is properly licensed and/or registered as an investment advisor.

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

As a fiduciary, Illumint and its associates have a duty of utmost good faith to act *solely in the best interests of each client*. Clients entrust the company with private information and pay from their income or savings for critical services, both of which demand from Illumint a high standard for conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and reflects the expected basis for all of our dealings. Illumint also accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations, but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics

Illumint’s code of ethics reflects many of the characteristics that the company believes the financial industry needs in greater quantity. While the following summary of these characteristics does not attempt to identify all possible conflicts of interest, the code seeks to provide clients with an indication of its values. Literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory clients.

- **Integrity:** Associated persons shall offer and provide professional services with integrity.
- **Confidentiality:** Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process, or as required by law.
- **Fairness:** Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.

- **Objectivity:** Associated persons shall be objective in providing professional services to clients.
- **Competence:** Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- **Diligence:** Associated persons shall act diligently in providing professional services.
- **Professionalism:** Associated persons' conduct in all matters shall serve as a credit to the profession.

Illumint periodically reviews and amends its code of ethics to ensure that it remains current, and the company requires all persons associated with Illumint to attest to their understanding of and adherence to the code of ethics at least annually. Illumint will provide of copy of its code of ethics to any client or prospective client upon request.

Conflict of Interest & Investment Recommendations Involving a Material Financial Interest

Neither Illumint, its associates, or any related person is authorized to recommend to a client, or effect a transaction for a client, involving any security in which the company or a related person has a material financial interest, such as in the capacity as an underwriter or advisor to the issuer.

Conflicts of Interest & Advisory Firm Purchases of the Same Securities Recommended to Clients

Illumint and its "related persons" do not invest in the same securities (other than shares of mutual funds), or related securities (e.g., warrants, options or futures), that the company may recommend to clients.

Trading Securities At or Around the Same Time as Client's Securities

Since Illumint and its "related persons" do not invest in the same securities (other than shares of mutual funds), or related securities (e.g., warrants, options or futures), that the company may recommend to clients, Illumint also does not trade in securities at or around the same time as clients.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers

Illumint Financial Advisors LLC does not have any affiliation with broker-dealers. As appropriate, Illumint recommends certain custodians to clients based on their need for such services. Any custodian recommendations are made after careful consideration of the firm's reputation and services provided.

Research and Other Soft-Dollar Benefits

Illumint currently does not receive soft-dollar benefits.

Brokerage for Client Referrals

Illumint does not receive any referrals from broker-dealers or third parties in exchange for using that broker-dealer or third party.

Clients Directing Which Broker/Dealer/Custodian to Use

Illumint may recommend a specific custodian for clients to use; however, clients may custody their assets at the custodian of their choice. Clients may also direct Illumint to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, Illumint may be unable to achieve the most favorable transaction executions for clients, which may cost clients money compared to using a lower-cost custodian.

Aggregating (Block) Trading for Multiple Client Accounts

Illumint does not engage in block trading, which occurs when an investment adviser elects to purchase or sell the same securities for several clients at approximately the same time to attempt to achieve cost advantages for those clients. This process also is known as aggregating orders or batch trading.

As a general investment policy, Illumint develops individualized investment strategies for clients, which means that holdings across client accounts vary. As a result, Illumint implements all client orders on an individual basis. While block trading may be less expensive in certain situations, Illumint practices a long-term approach to investing, so minor differences in price execution do not materially impact our overall investment goals.

Clients should note, however, that the outside transaction managers that Illumint uses may block client trades at their discretion. Outside Managers are discussed in more detail in Item 8.

Item 13: Review of Accounts

Illumint will review no less often than on a quarterly basis the investment accounts of clients who utilize Illumint's investment advisory services. Kevin Mahoney, Illumint's founder, CEO, and chief compliance officer (CCO) will perform the review and confirm that the account aligns with the client's investment policies and risk tolerance levels. Events that may trigger a special review include, but may not be limited to, unusual performance, addition or deletions of client-imposed restrictions, an excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per the client's needs.

Clients will receive trade confirmations from the broker(s) for each transaction in their accounts. Custodians also will provide monthly or quarterly statements and annual tax reporting statements that show all activity in the accounts, such as receipt of dividends and interest. Illumint will not provide

written investment performance reports to clients who utilize the company's investment advisory services.

Item 14: Client Referrals and Third-Party Compensation

Illumint does not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our clients. Illumint also does not compensate, directly or indirectly, any person who is not advisory personnel for referring a client.

Item 15: Custody of Client Funds

Illumint does not accept custody of client funds, except for client engagements that instruct Illumint to directly withdraw client fees. Rather, a bank, broker-dealer, or other qualified custodian will hold and maintain the client's investment assets. For any client accounts in which Illumint directly debits their advisory fee:

- Illumint will send copies of its client invoice to the client and the custodian simultaneously.
- Before Illumint or the custodian takes any action, the client will provide written authorization to Illumint that permits the company to be paid directly for its work related to the accounts that the custodian holds.
- The custodian will send at least quarterly statements to the client showing all account disbursements, including the amount of the advisory fee.

Illumint urges clients to carefully review such statements and compare official custodial records to the account statements or reports that Illumint may provide. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies for certain securities.

Item 16: Investment Discretion

As noted in Item 4, if necessary and appropriate, Illumint will use one or more Outside Managers for investment transaction management. Therefore, Illumint does not exercise discretion.

Item 17: Voting Client Securities

Proxy voting refers to situations in which investment advisors are empowered to exercise voting authority with respect to client securities. Please note that Illumint does not vote client proxies.

As a result, clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the client's investment assets. The client shall instruct the client's qualified custodian to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. If the client would like Illumint's opinion on a particular proxy vote, they may contact us at the e-mail address or number listed on the cover of this brochure.

In cases involving mutual funds, clients typically will receive proxy materials directly from the investment account custodian. However, in the event Illumint receives any written or electronic proxy materials, the company will forward them directly to the client by mail, unless the client has authorized Illumint to contact him or her by electronic mail, in which case, the company will forward any electronic solicitation to vote proxies.

Item 18: Financial Information

Registered Investment Advisors (RIAs) are required in this Item to provide clients with certain financial information or disclosures about the company's financial condition. Illumint has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding.

Illumint does not maintain custody of client funds or securities. Illumint also does not require or solicit prepayment of more than \$500 in fees per client six or more months in advance.

Item 19: Requirements for State-Registered Advisors

Kevin Mahoney

Born: 1984

Educational Background

- 2012 - Master's Degree, Business Administration (MBA), Georgia Institute of Technology
- 2012 - Master's Degree, City & Regional Planning (MCRP), Georgia Institute of Technology
- 2006 - Bachelor's Degree, Business Administration, Georgetown University

Business Experience

- 2017 - Present, Illumint, Founder & CEO
- 2015 - 2017, Ditto Residential, Project Manager
- 2012 - 2015, Jamestown L.P., Financial Analyst
- 2010 - 2012, Federal Reserve Bank of Atlanta, Graduate Housing Finance Researcher

Professional Designations, Licensing & Exams

- FINRA Series 65 - Uniform Investment Advisor Law Examination

Other Business Activities

Kevin Mahoney is not involved in any outside business activities.

Performance Based Fees

Illumint Financial Advisors LLC is not compensated with performance-based fees.

Material Disciplinary Disclosures

No management person at Illumint Financial Advisors LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Material Relationships That Management Persons Have With Issuers of Securities

Neither Illumint Financial Advisors LLC, nor Kevin Mahoney, has any relationship or arrangement with issuers of securities.

Additional Compensation

Kevin Mahoney does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Illumint.

Supervision

Kevin Mahoney, as Founder, CEO, and Chief Compliance Officer of Illumint, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

Requirements for State-Registered Advisors

Kevin Mahoney has not been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.

Business Continuity Plan

Illumint Financial Advisors LLC maintains a written business continuity plan that identifies procedures related to an emergency or significant business disruptions, including death of the investment advisor or any of its representatives.

Illumint Financial Advisors LLC

1430 5th Street NW
Washington, DC 20001
kevin@illumintadvisors.com
(202) 780-6565

Dated January 2, 2018

Form ADV Part 2B – Brochure Supplement

For

Kevin Mahoney - Individual CRD# 6866621

Founder, CEO, and Chief Compliance Officer

This brochure provides information about the qualifications and business practices of Illumint Financial Advisors LLC (“Illumint”). Anyone who has questions about the contents of this brochure may contact the company at (202) 780-6565. 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.

Illumint Financial Advisors LLC is registered as an investment advisor with the District of Columbia. Registration of an investment advisor does not imply any level of skill or training.

Additional information about Illumint is available on the SEC’s website at adviserinfo.sec.gov, which can be found using the firm’s identification number, 290263.

Item 2: Educational Background and Business Experience

Kevin Mahoney

Born: 1984

Educational Background

- 2012 - Master's Degree, Business Administration (MBA), Georgia Institute of Technology
- 2012 - Master's Degree, City & Regional Planning (MCRP), Georgia Institute of Technology
- 2006 - Bachelor's Degree, Business Administration, Georgetown University

Business Experience

- 2017 - Present, Illumint, Founder & CEO
- 2015 - 2017, Ditto Residential, Project Manager
- 2012 - 2015, Jamestown L.P., Financial Analyst
- 2010 - 2012, Federal Reserve Bank of Atlanta, Graduate Housing Finance Researcher

Professional Designations, Licensing & Exams

- FINRA Series 65 - Uniform Investment Advisor Law Examination

Item 3: Disciplinary Information

No management person at Illumint Financial Advisors LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Kevin Mahoney is not involved in any outside business activities.

Item 5: Additional Compensation

Kevin Mahoney does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Illumint. Company policy does not allow associated persons to accept or receive additional economic benefit, such as sales awards or other prizes, for providing advisory services to clients.

Item 6: Supervision

Kevin Mahoney, as Founder, CEO, and Chief Compliance Officer of Illumint, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

Item 7: Requirements for State-Registered Advisors

Kevin Mahoney has not been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.