

FINTEGRA FINANCIAL SOLUTIONS ***INVESTMENT ADVISORY BROCHURE***



This brochure provides clients with information about Fintegra Financial Solutions Investment Advisory programs that should be considered before becoming a client of Fintegra. This information has not been approved or verified by any governmental authority. This brochure is subject to change without notice.

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DEFINITIONS

“Client”	refers to the client(s) opening an investment advisory account(s) or establishing a financial planning or consulting relationship.
“Fintegra”	refers to Fintegra Financial Solutions, also known as Fintegra, LLC, which is a Registered Investment Adviser (RIA) with the Securities and Exchange Commission.
“IAR”	refers to the Investment Advisor Representative of Fintegra providing investment advisory services to the Client.
“ERISA”	refers to the Employers Retirement Income Security Act of 1974.
“FINRA”	refers to the Financial Industry Regulatory Authority.
“SEC”	refers to the Securities Exchange Commission.
“Asset Allocation”	refers to the method of investing according to pre-established criteria, such as asset class, market capitalization, industry sector, etc., to diversify investment advisory account(s) assets.
“Brochure”	also known as ADV Part II brochure, refers to this document, which describes the investment advisory fee-based programs offered by Fintegra. This Brochure contains the disclosure and information required by Schedule H of the Investment Advisor Act of 1940 Rules.
“Householding”	for this purpose accounts must be held by one of the following related entities: (i) spouse of the Client, (ii) a child of the Client, and/or (iii) any living revocable trust where the Client is the trustee.

INTRODUCTION

Fintegra provides investment management and advisory services to investors through IARs. The IAR provides investment advisory services to individual Clients as well as institutional Clients, such as pension or profit sharing plans, trusts, estates or charitable organizations and corporations or other business entities such as banks, thrift institutions, and registered investment advisers.

SERVICES TO BE PROVIDED

The services offered to Fintegra's Investment Advisory Clients, may include the following options:

- Obtaining and reviewing Client financial information including goals, risk tolerance, and funding needs.
- Identifying investment tax optimization strategies.
- Searching for investment solutions appropriate for the Client's portfolio.
- Recommending specific investment styles and allocations to meet future needs.
- Trust Services provided on one or more platforms.
- Preparing written investment strategies which may include financial plans.
- Reviewing performance of securities.
- Monitoring progress towards future goals.
- Recommending periodic rebalancing and changes in asset allocation.
- Providing execution of securities.
- Performance Reports.
- Meeting at least annually.

Investment management services may be available on either a discretionary or non-discretionary basis as defined below:

- Non-discretionary – The Client is required to approve all trades prior to execution.
- Discretionary – The IAR or Third Party Money Manager will execute trades in the account without pre-approval from the Client.

Depending on program selected, the Client is required to complete and/or review the following investment advisory documents:

- Investment Advisory Brochure
- Investment Advisory Agreement/Financial Planning Agreement/On-going Financial Planning Agreement
- Fintegra New Account Application and Fintegra Direct Transmittal, when appropriate
- Investment Advisory Program Account Application (i.e. FAME, Schwab, Third Party)
- Any paperwork required by independent portfolio manager/third party money manager
- Any independent portfolio manager/third party money manager disclosure documents

ACCOUNT INSTRUCTIONS AND COMMUNICATIONS

In Fintegra's sole discretion and without liability, it may rely on Client instructions it believes to be genuine, whether received in writing, verbally by telephone, in person, or by facsimile. All written communication to the Client will be sent to the Client's address of record located on the Fintegra New Account Application, unless the Client indicates otherwise in writing. All written communications to Fintegra, including any complaints, should be sent to:

Fintegra Financial Solutions
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

REFERRAL FEES AND CONFLICTS OF INTEREST

IARs may pay a portion of the Investment Advisor fee they receive to a Solicitor as a referral fee if the Client was referred to the IAR by a Solicitor. If a referral agreement is in place, the referral relationship and all applicable information regarding the relationship must be disclosed to the Client by the Solicitor. Disclosed information given to the Client must include the existence of a Solicitor agreement and the amount or percentage of the Investment Advisor fee the Solicitor is paid. If a Solicitor agreement is in place, a written attestation from the Client is required attesting to the fact that the Client understands the relationship between the IAR and Solicitor. This disclosure and Client acknowledgement is required prior to Client's engagement into the Investment Advisory Agreement.

IARs may also receive compensation by means of various solicitor referral fee and/or fee/commission sharing arrangements with third party money managers where the necessary regulatory compliance disclosures have been established for that purpose.

If the IAR is dually employed by a bank, Fintegra may share a portion of the Investment Advisor fee with the bank within a networking agreement. Where fees may be shared in a networking agreement as allowed by SEC regulations, the bank is not a party to, or responsible for, the advisory services provided, and the bank does not insure or guarantee the advisory services provided.

Fintegra participates in the programs of several service providers. Accordingly, Fintegra does receive some benefits. These benefits may include, but are not limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk serving participant IARs exclusively; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; ability to have investment advisory fees deducted directly from client accounts; access, for a fee, to an electronic communication network for client order entry and account information; receipt of compliance publications; and access to mutual funds which generally require significantly higher minimum initial investments or are generally available only to institutional investors. The benefits received through participation in these programs do not necessarily depend upon the proportion of transactions directed to the service provider.

The payment of 12b-1 fees for investments in investment company shares within your non-retirement accounts may be considered additional fees over and above the Net Annual Fee you pay. These 12b-1 fees come from fund assets and thus, indirectly, from the Client's assets. These 12b-1 fees may be initially paid to Fintegra and a portion then allocated to the IAR or the Custodian may retain these 12b-1 fees.

Fintegra sponsors an annual National Sales Conference along with various regional educational and training events for its IARs and associated personnel in which Fintegra may receive compensation from these sponsors. Since Fintegra's IARs solicit and sell these products it could create a conflict of interest in the recommendations you receive. The compensation received from these sponsors is not paid to any IAR who sells these products nor will you incur any extra sales charges. A complete list of these sponsors may be obtained at www.fintegra.com under 'Privacy Policy/Business Continuity/Disclosures'.

As a registered representative, the IAR you work with generally receives a commission for investment, financial, and insurance products you purchase. Compensation is not the same for all types of products and can vary from company to company. The compensation the IAR receives for these transactions would be additional compensation,

The IAR may have a financial incentive to recommend the FAME program over other programs or services.

Transactions in your Investment Advisory account may or may not be subject to a ticket charge for trade execution and these charges would vary by Investment Advisor program. In situations where a ticket

charge is paid by the IAR, there may be a disincentive to placing trades that incur these charges when ticket charges are included in your agreed upon fee.

The investment advisory programs may cost the Client more or less than purchasing such services separately. The Client may pay more or less for the advisory services offered by or through Fintegra than they would if they purchased services from Fintegra separately.

PRIVACY POLICY

Fintegra is committed to the confidentiality and protection of personal non-public information obtained from its customers. The privacy of Client personal information and the way Fintegra treats that information is among Fintegra's highest priorities.

Fintegra collects and maintains information necessary for us to be able to provide the services requested by our Clients and to administer their business relationship with Fintegra. Fintegra collects non-public personal information from the following sources: information received from the Client on applications and other forms; information about Client transactions; and information received from a consumer reporting agency.

Fintegra only shares Client non-public personal information with affiliated companies, or non-affiliated companies (or individuals) that perform servicing or marketing services on Fintegra's behalf (or to other financial institutions with whom Fintegra has a joint marketing agreement with) or as permitted by law (such as government agencies).

When Fintegra provides non-public personal information to a service provider or another financial institution with which Fintegra has a joint market agreement, Fintegra requires the provider to agree to safeguard Client information, to use that information only for the intended purpose and to abide by our information-handling practices. If the Client closes their account or becomes an inactive customer, Fintegra will continue to adhere to these privacy policies and practices.

Fintegra restricts access to Client personal and account information so that only those Fintegra employees, IARs, or agents who need to know that information to provide products or services to the Client, are allowed access to that information. Fintegra maintains physical, electronic, and procedural safeguards to guard Client non-public personal information. In addition, Fintegra has entered into a protocol with certain other brokerage firms under which your Fintegra registered representative may use your contact information (i.e. your name, address) in the event they join one of those firms.

As a member of the financial services industry, Fintegra is providing this notice for informational purposes and will update and distribute it as required by law.

If you have any questions about Fintegra's Privacy Policy, write to:

Fintegra Compliance Department
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

BUSINESS CONTINUITY PLAN

Fintegra has developed a Business Continuity Plan on how its IARs will respond to events that significantly disrupt Fintegra's business. Since the timing and impact of disasters and disruptions is unpredictable, Fintegra will have to be flexible in responding to actual events as they occur. With that in mind, Fintegra is providing this information on Fintegra's Business Continuity Plan.

If after a significant business disruption a Client cannot contact their IAR, the Client should call Fintegra's number 1-800-870-7993 or the alternative number at 1-763-585-0503. If the Client cannot access Fintegra through either of those means, they should contact Pershing, at 1-800-443-4342, the Schwab Alliance Team at 1-800-515-2157, or the appropriate Third Party Money Manager for instructions on how it may provide prompt access to funds and securities, enter orders, and process other trade-related, cash, and security transfer transactions.

Fintegra plans to quickly recover and resume business operations after a significant business disruption and respond by safeguarding employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing Fintegra customers to transact business. In short, Fintegra's business continuity plan is designed to permit the firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Fintegra's Business Continuity Plan addresses: data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if Fintegra is unable to continue business.

Depending on the program you choose, Pershing and/or Charles Schwab & Co., Inc. Fintegra's important records are backed up in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, Fintegra has been advised by its custodians that their objective is to restore their own operations and be able to complete existing transactions and accept new transactions and payments within a reasonable time. Please note, Client orders and requests for funds and securities could be delayed during this period.

Significant business disruptions can vary in their scope, such as only affecting Fintegra, a single building housing our firm, the business district or city where Fintegra is located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only Fintegra or a building housing our firm, Fintegra will transfer its operations to an alternative site when needed and expect to recover and resume business within one trading day. In a disruption affecting its business district, city, or region, Fintegra will transfer its operations to a site outside of the affected area, and recover and resume business within a reasonable time. In either situation, Fintegra plans to continue in business, transfer operations to our clearing firm if necessary, and notify all Clients through the Fintegra website www.fintegra.com or the Fintegra customer emergency number, 1-800-870-7993, on how to contact Fintegra. If the significant business disruption is so severe that it prevents Fintegra from remaining in business, Fintegra will assure our customer's prompt access to their funds and securities.

If a Client has any questions about Fintegra's Business Continuity Plan, they can write to:

Fintegra Financial Solutions
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

FINTEGRA CODE OF ETHICS

Responsibility. Fintegra IARs must conduct their business with the highest level of ethical standards and in keeping with their fiduciary duties to their Clients. Fintegra Clients deserve undivided loyalty and effort, and their interests come first. IARs must avoid even the appearance of impropriety. IARs must not take inappropriate advantage of their positions and the access to information that comes with their positions.

Fintegra IARs must comply with applicable federal and state securities laws, as well as regulations and rules of the SEC. By accepting employment with Fintegra, all IARs have agreed to be bound by this Code of Ethics. Each IAR must certify in writing his/her understanding of and intention to comply with this Code of Ethics (including any amendments). This certification takes place on a quarterly basis through the quarterly Code of Ethics reporting process.

Duty to Clients. Fintegra IARs have a duty to exercise their authority and responsibility for the benefit of the Client, to place the interests of the Client first, and to refrain from having outside interests that conflict with the interests of the Client. IARs must avoid any circumstances that might adversely affect or appear to affect their duty of complete loyalty to the Client. Fintegra IARs should endeavor to deal fairly with their Clients, service providers and competitors.

Prohibited Acts. IARs are prohibited from conducting the following practices: (1) employing any device, scheme or artifice to defraud; (2) making any untrue statement of a material fact; (3) omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading; (4) engaging in any fraudulent or deceitful act, practice or course of business; or, (5) engaging in any manipulative practices.

Conflicts of Interest. Each Fintegra IAR should be scrupulous in avoiding any conflict of interest with regard to their Clients' interests. A "conflict of interest" occurs when the interests of Fintegra or a Fintegra IAR interferes with a Client's private interest. A conflict situation can arise when an IAR pursues interests that prevent the IAR from performing his/her duties for the Client objectively and effectively. Any conflict of interest that arises in

a specific situation or transaction must be disclosed by the IAR to the Client and resolved before taking any action.

IARs have a duty to disclose potential and actual conflicts of interest to their Clients. All IARs have a duty to report potential and actual conflicts of interest to Fintegra. Conflicts of interest may not always be evident, and IARs are required to consult with the Fintegra Chief Compliance Officer if they are uncertain about any situation.

Business Gifts and Entertainment. The purpose of business entertainment and gifts in a business setting is to create goodwill and a sound working relationship, not to gain unfair advantage. Therefore, no gift or entertainment will ever be offered, given, provided or accepted by any Fintegra IAR in connection with Fintegra's business unless it: (1) is not a cash gift, (2) is consistent with customary business practices, (3) is not excessive in value [defined as having a value under \$100.00], (4) cannot be construed as a bribe, payoff or kickback and (5) does not violate any laws or regulations.

Suitability. Fintegra IARs shall only recommend those investments and services that the IAR has a reasonable basis for believing are suitable for the Client, based upon the Client's particular situation, suitability, profile and circumstances. In addition, Clients should be instructed to immediately notify their IAR of any significant changes in their situation or circumstances so that the IAR can respond appropriately.

Personal Securities Transactions. Fintegra IARs who manage assets on both a discretionary and non-discretionary basis are required to report all personal securities transactions conducted by them or any member of their household by notifying Fintegra via the Personal Securities Transaction Form and receiving Fintegra's pre-approval. Fintegra shall maintain current and accurate records of all personal securities transactions of its IARs. Fintegra will review all personal securities transactions involving Fintegra IARs to ensure the IAR is not in violation of their duty to place the Client and their transactions first.

Additionally, IARs who are acting as 'Portfolio Manager' on a discretionary basis are required to have their accounts on either the Pershing or Schwab

platform, receive pre-clearance for trades to accounts where they have ownership or a beneficial interest.

Insider Trading. All IARs are prohibited from trading either personally or on behalf of others, on material non-public information or communicating material non-public information to others in violation of Section 204A of the SEC regulations. To this point, the Fintegra Code of Ethics must be read and signed by every officer, director, IAR and employee annually in their Memorandum of Understanding. Covered persons should be instructed to direct any questions regarding Fintegra's policy on insider trading to the Chief Compliance Officer.

Fiduciary Duty. Pursuant to Section 206 of the Advisers Act, an IAR is prohibited from engaging in fraudulent, deceptive or manipulative conduct. Compliance with this duty involves more than acting with honesty and good faith alone. It means that Fintegra IARs have an affirmative duty of utmost good faith to act solely in the best interest of their Clients. In pursuit of this duty, Fintegra requires all IARs to acknowledge their reading, understanding and agreement with Fintegra's Code of Ethics.

Fiduciary Obligations. IAR is subject to the following specific fiduciary obligations when dealing with Clients: (1) the duty to have a reasonable, independent basis for the investment advice provided; (2) the duty to obtain best execution for a Client's securities transactions; (3) the duty to ensure that investment advice is suitable to meeting the Client's individual objectives, needs, and circumstances; and, (4) a duty to be loyal to Clients.

Disinterested Advice. Fintegra and its IARs must provide advice that is in the Client's best interest and IARs must not place their interests ahead of the Client's interests under any circumstances.

Confidentiality. Client records and financial information must be treated with strict confidentiality. Under no circumstances should such information be disclosed to any third-party that has not been granted a legal right from the Client to receive such information.

Fraud. Engaging in any fraudulent or deceitful conduct with Clients, or potential Clients, is strictly prohibited. Examples of fraudulent conduct include, but are not limited to: misrepresentation; non-disclosure of fees; and, misappropriation of Client funds.

OTHER BUSINESS ACTIVITIES

In addition to being registered with the SEC as an Investment Adviser, Fintegra is a member of and registered with FINRA as a securities broker-dealer and provides most of the customary services that a full service broker-dealer does as its primary business. Fintegra is also licensed as an insurance agency with the State of Minnesota. Fintegra is a member of the Securities Investor Protection Corporation (SIPC) with additional information available at www.sipc.org or calling 202-371-8300. Fintegra began its brokerage operations in 1998 and investment advisory operations in 2000 and employs the clearing services of Pershing to carry brokerage and investment advisory accounts and execute transactions for its Clients. Additionally, Fintegra also employs the clearing services of Charles Schwab & Co., Inc. for investment advisory accounts and executing transactions for Clients on this platform.

Fintegra contracts with IARs to offer investment, insurance, and advisory products and services to their customers. These contractual arrangements require that the IARs offering the products and services to their Clients be appropriately registered or licensed with applicable regulatory agencies.

Fintegra's strict policy is that the interest of the Client takes precedent over the IAR's interests, and the interests of Fintegra. Accordingly, the IAR must disclose any and all material relationships that they may have with respect to any investment recommendation made to the Client.

By virtue of Fintegra's triple status as a broker-dealer/registered investment adviser/insurance agency, its IARs are eligible to be compensated via commissions paid on applicable securities and/or insurance products for accounts they act as Registered Representatives and Insurance Agents on. Therefore, in addition to providing financial planning, asset management, and other related advisory services for a fee, an IAR may also recommend the purchase of securities or insurance for a Client outside their advisory role. Under these circumstances, the IAR could also be entitled to receive a commission through the broker-dealer or insurance agency on the transaction.

FAME (FINTEGRA ASSET MANAGEMENT EXPERT)

PERSHING

IAR MANAGED PROGRAM

Services Provided

The IAR will provide investment advice and services on mutual funds, stocks, bonds, options, and other investments. Prior to offering this option, the IAR will discuss the Client's investment needs and financial situation in order to determine which investments and services may be the most appropriate for the Client. The IAR will provide frequent communications with the Client to answer any questions and discuss account performance.

The Custodian will provide the Client with confirmations and statements of activity on all executed transactions. In addition, monthly statements will be sent to the Client's address of record for any month having activity. If no activity is conducted, a quarterly statement will be sent at the end of every quarter.

The minimum account requirements for the IAR Managed Program option is as follows:

- \$50,000, or
- Other accounts of \$25,000 or more may be householded or pooled to allow smaller accounts as long as one of the householded accounts is at or above the minimum.

Payment for Services

The annual fee for the Pershing program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, independent portfolio manager hiring, changes or termination, progress reports, rebalancing, and consulting services. The fee may or may not include trade execution and custody services. This will be determined by the fee schedule selected by the client in the Investment Advisory Agreement.

Please note that the advisory fee does not include other usual and customary charges, such as those charges imposed by the SEC, various state or local jurisdictions, account transfer fees, margin interest, annual IRA fees, wire transfer charges and certain account maintenance fees.

If a Client chooses to margin a Pershing account, the fee charged will be based on the long market value of the account, not the net asset value of the account.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the Pershing account, may also have charges and expenses that are imposed independently from the advisory fee that may include investment management and administrative and transaction expenses. Mutual funds and unit investment trusts may reallocate to Fintegra and/or its affiliated IARs a portion of their management fee for providing ongoing advisory services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the market value of the eligible assets in the account on the last business day of the quarter:

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

¹ IAR pays ticket charges or Asset Based Pricing is used and included in total maximum fee above.

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.00%
\$500,001	\$1,000,000	1.75%
\$1,000,001	\$2,000,000	1.50%
\$2,000,001	Over	1.25%

² Client pays ticket charges, which are in addition to the above fee schedule.

*Compensation received by the IAR recommending the Pershing program is based on the investment advisory fees you pay. This includes the Net Annual

Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses.

When a Pershing account is opened, the initial advisory fee will be based on the value of Eligible Assets of the Pershing account on the day the account is funded. The initial advisory fee will be prorated according to the number of days remaining in the calendar quarter and will be due one business day after the account is sufficiently funded. Fintegra will automatically debit the advisory fee from the Pershing account.

An advisory fee will be charged quarterly to each Pershing account based on the market value of Eligible Assets held in the Pershing account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Fintegra will automatically debit the advisory fee from the Pershing account.

If sufficient funds are not available in the Pershing account to pay a due advisory fee, the IAR will work with the Client to obtain the funds, either through funding the account with sufficient cash or selling positions in the account to create enough funds to pay the advisory fee. Fintegra retains the right to liquidate securities in the Client's Pershing account(s) to resolve all unpaid advisory fees due after 30 days.

PERSHING THIRD PARTY MONEY MANAGERS

Services Provided

The IAR will review the Fintegra database of third party money managers, and provide information on managers that the IAR believes may meet the Client's investment objective and investing profile. The Client will make the final decision as to which third party money manager(s) are selected. Fintegra and the IAR will not exercise discretionary authority to hire or terminate a third party money manager on the Client's behalf. Neither Fintegra nor the IAR will hold discretionary authority over the Client's account. However, the third party money manager that the Client selects will have discretion over the assets held in the Client's account, within the guidelines set forth in the agreement with the money manager.

The Custodian will provide the Client with confirmations and statements of activity on all executed transactions. In addition, monthly statements will be sent to the Client's address of record for any month having activity. If no activity is conducted, a quarterly statement will be sent at the end of every quarter.

The minimum account requirements for the Third Party Money Manager are outlined in their offering documents.

Payment for Services

The annual fee for the Third Party Money Manager program is a fee that encompasses all investment advisory services rendered, including: strategic asset

allocation, investment style allocation, investment management research and evaluation, third party money manager hiring, changes or termination, progress reports, and rebalancing. The fee may or may not include trade execution and custody services. This will be determined by the fee schedule selected by the client in the Investment Advisory Agreement.

Please note that the advisory fee does not include other usual and customary charges, such as those charges imposed by the SEC, various state or local jurisdictions, account transfer fees, margin interest, annual IRA fees, wire transfer charges and certain account maintenance fees.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the Pershing account, may also have charges and expenses that are imposed independently from the advisory fee that may include investment management, administrative, and transaction expenses. Mutual funds and unit investment trusts may reallocate to Fintegra and/or its affiliated IARs a portion of their management fee for providing ongoing advisory services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the

market value of the eligible assets in the account on the last business day of the quarter:

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

¹ IAR pays ticket charges or Asset Based Pricing is used and included in total maximum fee above.

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.00%
\$500,001	\$1,000,000	1.75%
\$1,000,001	\$2,000,000	1.50%
\$2,000,001	Over	1.25%

² Client pays ticket charges, which are in addition to the above fee schedule.

*Compensation received by the IAR recommending the Third Party Money Manager program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees,

distribution and shareholder service (12b-1) fees and other expenses.

When a Pershing account is opened, the initial advisory fee will be based on the value of Eligible Assets of the Pershing account on the day the account is funded. The initial advisory fee will be prorated according to the number of days remaining in the calendar quarter and will be due one business day after the account is sufficiently funded. Fintegra will automatically debit the advisory fee from the Pershing account.

An advisory fee will be charged quarterly to each Pershing account based on the market value of Eligible Assets held in the Pershing account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Fintegra will automatically debit the advisory fee from the Pershing account.

If sufficient funds are not available in the Pershing account to pay a due advisory fee, the IAR will work with the Client to obtain the funds, either through funding the account with sufficient cash or selling positions in the account to create enough funds to pay the advisory fee. Third Party Money Manager retains the right to liquidate securities in the Client's Pershing account(s) to resolve all unpaid advisory fees due after 30 days.

Please read the Third Party Money Managers' program brochure for additional details.

CHARLES SCHWAB & CO., INC.

IAR MANAGED PROGRAM

Services Provided

The IAR will provide investment advice and services on no load funds, mutual funds, stocks, bonds, options, and other investments. Prior to offering this option, the IAR will discuss the Client's investment needs and financial situation in order to determine which investments and services may be the most appropriate for the Client. The IAR will provide frequent communications with the Client to answer any questions and discuss account performance.

Charles Schwab & Co., Inc. will provide the Client with confirmations and statements of activity on all executed transactions. In addition, monthly or quarterly statements will be sent to the Client's address of record.

The minimum account requirements are as follows:

- \$50,000, or
- Other Charles Schwab & Co., Inc. accounts of \$25,000 or more may be householded or pooled to allow smaller accounts as long as one of the householded accounts is at or above the minimum.

Payment for Services

The annual fee for the IAR Managed Program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, changes or termination, progress reports, rebalancing, and consulting services. The fee may or may not include trade execution and custody services. This will be determined by the fee schedule selected by the Client in the Investment Advisory Agreement.

Please note that the advisory fee does not include other usual and customary charges, such as those charges imposed by the SEC, various state or local jurisdictions, account transfer fees, margin interest, wire transfer charges and certain account maintenance fees.

If a Client chooses to margin a Charles Schwab & Co., Inc. account, the fee charged will be based on the long market value of the account, not the net asset value of the account.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the advisory account, may also have

charges and expenses that are imposed independently from the advisory fee that may include investment management and administrative and transaction expenses. Mutual funds and unit investment trusts may reallocate to Charles Schwab & Co., Inc. a portion of their management fee for providing ongoing services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the market value of the eligible assets in the account on the last business day of the quarter:

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

¹ IAR pays ticket charges or Asset Based Pricing is used and included in total maximum fee above.

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.00%
\$500,001	\$1,000,000	1.75%
\$1,000,001	\$2,000,000	1.50%
\$2,000,001	Over	1.25%

² Client pays ticket charges, which are in addition to the above fee schedule.

*Compensation received by the IAR recommending the Charles Schwab & Co., Inc. program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses. These fees, if applicable, are retained by Charles Schwab & Co., Inc.

When a Charles Schwab & Co., Inc. account is opened, the initial advisory fee will be based on the value of Eligible Assets of the Charles Schwab & Co., Inc. account on the day the account is funded. The initial advisory fee will be prorated according to the number of days remaining in the calendar quarter and will be due one business day after the account is sufficiently funded. Fintegra will automatically debit the advisory fee from the Charles Schwab & Co., Inc. account.

An advisory fee will be charged quarterly to each investment advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within

the first five business days of the new calendar quarter. Charles Schwab & Co., Inc. will automatically debit the advisory fee from the investment advisory account.

If sufficient funds are not available in the Charles Schwab & Co., Inc. account to pay a due advisory fee, the IAR will work with the Client to obtain the funds, either through funding the account with sufficient cash or selling positions in the account to create enough funds to pay the advisory fee. Fintegra retains the right to liquidate securities in the Client's Charles Schwab & Co., Inc. account(s) to resolve all unpaid advisory fees due after 30 days.

Please read the Charles Schwab & Co., Inc. ADV Part II for additional details.

MANAGED ACCOUNT SELECT

Services Provided

The IAR will review the Charles Schwab & Co., Inc. database of pre-screened and researched institutional money managers, and provide information on a group of managers that the IAR believes may meet the Client's investment objective and investing profile. Schwab currently has over 45 managers and 66 different investment styles to choose from. The Client will make the final decision as to which money managers are selected. Neither Fintegra nor the IAR will hold discretionary authority over the Client's account. However, the money manager(s) that the Client selects will have discretion over the assets held in the Client's account.

Charles Schwab & Co., Inc. will provide the Client with confirmations and statements of activity on all executed transactions in their Charles Schwab & Co., Inc. advisory account. In addition, monthly statements will be sent to the Client's address of record.

The minimum account requirements for the Managed Account Select program are as follows:

- \$100,000 for equity strategies, and
- \$250,000 for fixed income strategies.
- \$350,000 for Diversified Portfolios.

Please note that some money managers may have different minimums that must be met.

Payment for Services

Schwab Institutional has negotiated agreements with all of the money managers in the Select program to offer competitive fees of 1% or less for equity

accounts and 0.65% or less for fixed income accounts, including the money manager's fee and Charles Schwab & Co., Inc.'s custody and clearing charges (but exclusive of the fee charged by the IAR).

Please note that the advisory fee does not include other usual and customary charges, such as those charges imposed by the SEC, various state or local jurisdictions, account transfer fees, wire transfer charges and certain account maintenance fees.

Margin is not available on the Managed Account Select platform.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the market value of the eligible assets in the account on the last business day of the quarter:

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

*Compensation received by the IAR recommending this Charles Schwab & Co., Inc. program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee.

Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses. These fees, if applicable, are retained by Charles Schwab & Co., Inc.

When a Charles Schwab & Co., Inc. account is opened, the initial advisory fee will be based on the value of Eligible Assets of the Charles Schwab & Co., Inc. account on the day the account is funded. The initial advisory fee will be prorated according to the number of days remaining in the calendar quarter and will be due one business day after the account is sufficiently funded. Fintegra will automatically debit the advisory fee from the Charles Schwab & Co., Inc. account.

An advisory fee will be charged quarterly to each investment advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every

calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Charles Schwab & Co., Inc. will automatically debit the advisory fee from the investment advisory account.

If sufficient funds are not available in the Charles Schwab & Co., Inc. account to pay a due advisory fee, the IAR will work with the Client to obtain the funds, either through funding the account with sufficient cash or selling positions in the account to create enough funds to pay the advisory fee. Fintegra retains the right to liquidate securities in the Client's Charles Schwab & Co., Inc. account(s) to resolve all unpaid advisory fees due after 30 days.

Please read the Schwab Managed Account Select Program Brochures or Charles Schwab & Co., Inc.'s ADV Part II for specific details on the services provided and fees charged.

MANAGED ACCOUNT ACCESS & MARKETPLACE

Services Provided

The IAR will review the Charles Schwab & Co., Inc. database of institutional money managers, and provide information on a group of managers that the IAR believes may meet the Client's investment objective and investing profile. Schwab currently has over 850+ managers to choose from. The money managers available on these platforms has not had any initial due diligence nor will they have any on-going monitoring performed by Charles Schwab & Co., Inc. or Fintegra.

The Client will make the final decision as to which money managers are selected. Neither Fintegra nor the IAR will hold discretionary authority over the Client's account. However, the money manager(s) that the Client selects will have discretion over the assets held in the Client's account.

Charles Schwab & Co., Inc. will provide the Client with confirmations and statements of activity on all executed transactions in their Charles Schwab & Co., Inc. advisory account. In addition, monthly statements will be sent to the Client's address of record.

The minimum account requirements for the Managed Account Access & Marketplace programs are as follows:

- \$100,000 for equity strategies;
- \$250,000 for fixed income strategies; and
- \$50,000 for Turnkey Asset Management Programs.

Please note that some money managers may have different minimums that must be met.

Payment for Services

The annual fee for the Charles Schwab & Co., Inc. advisory program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, third party money manager hiring, changes or termination, progress reports, rebalancing, and consulting services. The fee may or may not include trade execution and custody services. This will be determined by the fee schedule selected by the client in the Investment Advisory Agreement.

Please note that the advisory fee does not include other usual and customary charges, such as those charges imposed by the SEC, various state or local jurisdictions, account transfer fees, margin interest, wire transfer charges and certain account maintenance fees.

Margin is not available on the Managed Account Access platform and must be approved by the money

manager on the Marketplace platform. If a Client is allowed to margin a Charles Schwab & Co., Inc. Marketplace platform account, the fee charged will be based on the long market value of the account, not the net asset value of the account.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the advisory account, may also have charges and expenses that are imposed independently from the advisory fee that may include investment management, administrative, and transaction expenses. Mutual funds and unit investment trusts may reallocate to Fintegra and/or its affiliated IARs a portion of their management fee for providing ongoing advisory services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the market value of the eligible assets in the account on the last business day of the quarter:

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

¹ IAR pays ticket charges or Asset Based Pricing is used and included in total maximum fee above.

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.00%
\$500,001	\$1,000,000	1.75%
\$1,000,001	\$2,000,000	1.50%
\$2,000,001	Over	1.25%

² Client pays ticket charges, which are in addition to the above fee schedule.

*Compensation received by the IAR recommending this Charles Schwab & Co., Inc. program is based on

the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses. These fees, if applicable, are retained by Charles Schwab & Co., Inc.

When a Charles Schwab & Co., Inc. account is opened, the initial advisory fee will be based on the value of Eligible Assets of the Charles Schwab & Co., Inc. account on the day the account is funded. The initial advisory fee will be prorated according to the number of days remaining in the calendar quarter and will be due one business day after the account is sufficiently funded. Fintegra will automatically debit the advisory fee from the Charles Schwab & Co., Inc. account.

An advisory fee will be charged quarterly to each advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Charles Schwab & Co., Inc. will automatically debit the advisory fee from the advisory account.

If sufficient funds are not available in the Charles Schwab & Co., Inc. account to pay a due advisory fee, the IAR will work with the Client to obtain the funds, either through funding the account with sufficient cash or selling positions in the account to create enough funds to pay the advisory fee. Fintegra retains the right to liquidate securities in the Client's Charles Schwab & Co., Inc. account(s) to resolve all unpaid advisory fees due after 30 days.

Please read the Charles Schwab & Co., Inc.'s ADV Part II and the selected money manager's ADV Part II for specific details on the services provided and fees charged.

Please see the enclosed "Investment Advisory Addendum: Investment Management Programs" for details regarding optional/additional investment management programs available.

FINANCIAL PLANS / CONSULTING FOR A FEE

What is a Financial Plan? A Financial Plan is a document that is broader in scope and seeks to address a wide spectrum of the Client's long term needs (i.e. investments, risk management, taxes and estate planning).

A select group of Fintegra's Account Executives may offer financial planning advice for a fee as an Investment Advisor Representative (IAR) under Fintegra's SEC Registered Investment Adviser (RIA).

Only those with appropriate credentials, training, experience, and approval from Fintegra will be allowed to provide fee based financial planning and or consulting services as a financial planner (FP).

Services Provided

Prior to engaging the IAR to provide financial planning and/or consulting services, the Client will be required to enter into a Financial Planning/Consulting Agreement with Fintegra setting forth the terms and conditions of the services to be provided.

As part of the initial financial planning/consulting services process, the IAR will obtain various information from the Client that may include a full, clear and complete understanding of the Client's current financial situation, financial holdings, investment objectives, risk tolerance, and investment needs and wants. The Client is responsible for the accuracy and adequacy of information, records, and data provided to the IAR.

Once the Client's information is assembled by the IAR, the IAR will analyze the Client's present financial situation. That analysis will depend on the scope of the agreement and what was contracted for, but could include: formulation of goals and objectives, cash management and budgeting, investment/portfolio review and planning, risk management planning (life, disability, long-term care, and individual medical), retirement planning, education funding and planning, charitable (planned) giving, income planning, etc.

If agreed upon, the IAR will provide a written analysis and recommended actions for the Client to take in the form of a financial plan. The written financial plan may refer to such financial areas as the holding or sale of securities and other assets, the Client's projected income, projected cash flow, retirement planning, education funding planning, and risk management planning.

The Client is under no obligation to implement any recommendations with Fintegra or the IAR and is free to accept or reject any recommendations made in the financial plan. If you do decide to implement any or all of the recommendations, your IAR may receive a fee or a commission for that sale.

Payment for Services

Fintegra may offer Clients a broad range of financial planning and/or consulting services on a flat fee basis, hourly basis, or as a percentage of assets under management. Fintegra's financial planning and consulting fees are all negotiable and can deviate based on unique situations. Flat financial planning fees generally range from \$500-\$2,000 depending on the level and scope of the services required by the Client. These fees may be offset by future product purchases.

Either the IAR or the Client may terminate the financial planning or consulting agreement at any time by written notice to the other party. All fees paid for and not earned at the date of termination will be refunded to the Client.

MANAGING AND SUPERVISING EXECUTIVES

Kevin J. Larson is the Chief Compliance Officer with Fintegra. Mr. Larson was born on February 10, 1969. He has been in the financial services industry since 1995. Prior to joining Fintegra, he served as the Leader of Investment Advisory Compliance with Thrivent Financial for Lutherans. He also served in various roles within Thrivent's Operations, Financial Planning, and Compliance Departments. Mr. Larson is a graduate of St. Cloud State University and holds his FINRA General Securities Representative license (Series 7), General Securities Principal (Series 24), General Options Principal (Series 4), Municipal Bond Principal (Series 53), and State and Investment Adviser Representative (Series 66).

Steve "Henri" Henriksen is the Senior Vice President of Partner Support at Fintegra. Mr. Henriksen was born December 3, 1958. He has over 25 years experience in the financial services field. Prior to joining Fintegra, he was a Product Manager for Private Financial Services at U.S. Bancorp, where he oversaw the creation and implementation of products and services for the affluent market. Prior to U.S. Bancorp, Mr. Henriksen worked in the brokerage and banking area with Citibank in the San Francisco Bay Area.

Mr. Henriksen received his Bachelors Degree in Business Administration from Metropolitan State University and his Certified Financial Para-planner designation from the College of Financial Planning. He holds the FINRA General Securities Representative (Series 7), General Securities Principal (Series 24), and Uniform Securities Agent (Series 63) registrations, and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.

Deborah L. Bluhm is the Fee-Based Program Manager with Fintegra. Mrs. Bluhm was born on October 7, 1969. She has been in the financial services industry since 1994. Prior to joining Fintegra, she was a Registered Representative with Commonwealth, where she also managed individual client portfolios and compiled data, drafted and presented financial plans to clients. She has also served as an Advisor with AEFA/Ameriprise and Wealth Enhancement Group and as a Paraplanner with IDS/AEFA. Mrs. Bluhm is a graduate of the University of Minnesota and holds her FINRA General Securities Representative license (Series 7), General Securities Principal (Series 24), Uniform Securities Agent (Series 63), and Investment Adviser Representative (Series 65), the CRPC designation and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.