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FORM ADV PART 2A BROCHURE

This brochure provides information about the qualifications and business practices of Legacy Financial Group, LLC. If you have any questions about the contents of this brochure, please contact us at (310) 756-1700. 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.

Additional information about Legacy Financial Group, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Legacy Financial Group, LLC is 115901.

Legacy Financial Group, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Summary of Material Changes

Form ADV Part 2A, Item 2

This Brochure is a new document prepared according to the new regulatory requirements and rules. As such, this Document is materially different in structure and requires certain new information that our previous brochure did not require.

In the future, this Item will discuss only specific material changes that are made to the Brochure and provide clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

In the past, we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

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Advisory Business

Form ADV Part 2A, Item 4

Legacy Financial Group, LLC, is a registered investment adviser based in Torrance, CA. We are organized as a limited liability company under the laws of the State of California. We have been providing investment advisory services since 2001. Melanie Tanaka, Managing Member is our principal owner. We are an independent financial adviser that provides financial planning services including personal financial planning, asset allocation and asset management. These services are independent of the investment supervisory services the firm offers through SagePoint Financial, Inc. and other third party investment advisers.

Currently, we offer the following investment advisory services, which are personalized to each individual client:

- **Financial Planning Services**
- **Advisory Referral Program**

As used in this brochure, the words "we", "our" and "us" refer to Legacy Financial Group, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs.

Financial Planning Services

We offer broad based financial planning services based on either a fixed fee of \$5,000 or a maximum hourly rate of \$250. The services include personal financial planning, asset allocation and asset management. We first conduct a complimentary initial consultation for the purpose of eliciting all pertinent information about your financial needs. Information gathered includes, but is not limited to, your current financial status, future goals and attitudes towards risk. Once such information has been reviewed and analyzed, a written financial plan -- designed to achieve your stated financial goals and objectives -- may be produced and presented to you.

The final fee shall be directly dependent upon the facts and circumstances of your financial situation and the complexity of the financial plan or service requested. An estimate for total hours will be determined at the start of the advisory relationship. The hourly rate and fixed fee are negotiable. If you choose to proceed, a retainer of fifty percent of the estimated fee is due upon signing the advisory agreement with the balance due upon completion of the contracted services. Typically the financial plan will be presented to you within 90 days or less of the contract date, provided that you promptly provide all information needed to prepare the financial plan.

Should you choose to implement the recommendations contained in the plan, we suggest you work closely with your attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at your discretion. You may elect to have an annual review of your progress with the financial plan. All annual reviews will be subject to the firm's hourly rate of up to \$250.

Pursuant to California Rule 260.235.2, a conflict exists between the interest of our firm or its associated persons and your interests; you are under no obligation to act upon our firm's or associated person's recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect the transactions through the registrant, or associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

Refund/Termination Policy

You may terminate the agreement upon our receipt of written notice. Upon termination any prepaid fees will be prorated to the date of termination and returned to you. A full refund of any fees paid will be made if the

contract is terminated within 5 business days of signing the agreement.

Mr. Day and Ms. Tanaka are Certified Financial Planners; however, our clients understand that they will not be receiving any formal financial planning services from these individuals unless the firm is specifically engaged to perform financial planning services. Under such arrangements, the scope of the financial planning services will be clearly set forth in a formal engagement letter signed by both you and a qualified representative of ours.

Advisory Referral Programs

We have entered into agreements with various third-party investment advisers. Under these agreements, we offer clients various types of programs sponsored by these advisers. All third-party investment advisers to whom we refer clients must be licensed as an investment adviser by the State of California or a registered investment adviser with the Securities and Exchange Commission.

After gathering information about a client's financial situation and investment objectives, one of our representatives will assist you in selecting a particular third-party program. We receive compensation pursuant to our agreements with these third-party advisers for introducing clients to these third-party advisers and for certain ongoing services provided to clients. This compensation, which is disclosed to you in a separate disclosure document provided by the third-party manager, is typically equal to a percentage of the investment advisory fee charged by that third-party adviser or a fixed fee.

Because our firm and our representatives receive compensation from the third-party advisers for referring clients and because such compensation may differ depending upon the individual agreement with each third-party adviser, our firm or our representatives may have an incentive to recommend one of these third-party advisers over other third-party advisers with which it has less favorable compensation arrangements or other advisory programs offered by third-party advisers with which it has no compensation arrangements.

Since the independent third-party adviser pays the fee for our investment advisory services, the fee paid to us is not negotiable. Fees paid by you to independent third-party advisers are established and payable in accordance with the Form ADV Part 2A or other equivalent disclosure provided by each independent third-party adviser to whom we refer our clients, and may or may not be negotiable, as disclosed in the disclosure documents of the third-party adviser.

Certain programs may charge a "wrap fee". Selection of a "wrap fee" program may result in the payment of fees by you in excess of the combined total of separate advisory fees and brokerage commissions paid on a transactional basis. If a "wrap fee" program is not selected, you may incur additional fees, in addition to the fees charged by the third-party investment advisers; you may be charged transaction charges by securities broker-dealers. SagePoint with whom certain associated persons of ours are associated as registered representatives, may receive transaction charges, a portion of which may be paid to our associated persons in their capacities as associated persons of SagePoint.

Clients who are referred to third-party investment advisers will receive full disclosure, including services rendered and fee schedules, at the time of the referral, by delivery of a copy of the relevant third-party adviser's Form ADV Part 2A or equivalent disclosure document. In addition, if the investment program recommended to you is a wrap fee program, you will also receive the Part 2A, Appendix #1, or equivalent wrap fee brochure provided by the sponsor of the program. We will provide to each client all appropriate disclosure statements, including disclosure of solicitation fees to us and our Advisory Representatives as required by Securities and Exchange Commission Rule 206(4)-3.

Clients will sign an advisory agreement with us and will also sign an advisory agreement directly with the third-party adviser of the program selected. You, our firm or the third-party adviser in accordance with the provisions of those agreements may terminate the advisory relationship. You will typically receive a pro rata refund of any prepaid advisory fees upon termination of an advisory agreement. Additionally, you may terminate our advisory relationship without being assessed any penalty within five (5) business days of its signing an advisory agreement.

Our representatives will contact you at least quarterly, and will inquire about changes in your financial situation and needs of investment objectives. In addition, the representative will offer to meet with you at least annually to review any changes in your financial situation, needs or investment objectives, as well as the performance of the programs managed by the third-party investment adviser. A representative will be available for your consultation during normal business hours.

VISION2020 WEALTH MANAGEMENT PLATFORM – MODEL PORTFOLIOS PROGRAM

The Wealth Management Platform - Model Portfolios Program ("Model Program") offers Clients managed asset allocation models ("Asset Allocation Models") of mutual funds or exchange traded funds ("ETFs") diversified across various investment styles and strategies. The Asset Allocation Models are constructed by managers ("Program Managers") such as Russell Investment Management Company, ICON Advisers, Inc. and Morningstar Associates, LLC.

Based upon the risk tolerance of each Client, the Model Program utilizes a system that selects a specific Asset Allocation Model which may contain either 1) a combination of mutual funds or 2) a combination of exchange traded funds ("ETFs") depending on which Program Manager is used. Together, we will select a recommended Asset Allocation Model. After the Asset Allocation Model is chosen, we, with the assistance of the Model Program sponsor, will open a Model Program account. Your assets will be invested in the specific investments contained within the recommended Asset Allocation Model. You have the opportunity to place reasonable restrictions on investments held within the Model Program account.

We offer the Model Program as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.

Additional, ancillary Model Program fees may apply. Our Model Program account fee schedule is as follows:

Pricing/Fee Schedule

Accounts can be charged the maximum annual advisory fee specified in the schedule:

Account Size	Max. Client Fee	Min Client Fee	Admin Fee
0-250,000	2.50%	0.25%	0.25%
250,000 - 499,999	2.05%	0.20%	0.20%
500,000 - 749,999	1.80%	0.15%	0.15%
750,000 - 1,249,999	1.55%	0.10%	0.10%
1,250,000 - 1,999,999	1.30%	0.10%	0.10%
2,000,000 - 4,999,999	1.05%	0.10%	0.10%

5,000,000- 24,999,999	1.05%	0.10%	0.10%
Over 25,000,000	0.80%	0.10%	0.10%

For further Model Program details, including a full list of Program Managers, please see the Model Program Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in the Model Program. Please read it thoroughly before investing.

VISION2020 WEALTH MANAGEMENT PLATFORM – SMA AND UMA PROGRAM

The Wealth Management Platform – SMA and UMA Account Program (“Wealth Managed Account Program” or “WMA”) provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. WMA is a Wrap Account program that offers these advisory services along with brokerage and custodial services for a single, annual, asset-based advisory fee.

We will present you with a WMA asset allocation model (“WMA Model”) for your approval which will consist of: 1) third party money managers (“WMA Managers”) who will manage your WMA account according to a particular equity or fixed income model or strategy, or 2) no-load mutual funds (“Funds”), or 3) exchange traded funds (“ETFs”) or any combination thereof (individually or collectively, “WMA Investments”). WMA Investments will be managed according to the selected WMA Model. WMA Investments are held within a separately managed account or a series of separately managed accounts (collectively, “SMA Account”) or in one, unified managed account (“UMA Account”).

We will suggest a WMA Model to you based on your responses to a risk tolerance questionnaire (“Questionnaire”) and discussion that we have together regarding among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation. In addition, you have the opportunity to place reasonable restrictions on investments held within your WMA account. We offer WMA as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions (“Wrap Account”).

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter. Additional, ancillary WMA fees may apply. Please see the WMA Wrap Fee Program Brochure for further details. Our WMA account fee schedule is as follows:

Equity Account Pricing

The representative can charge a maximum of 2.75%. The standard pricing below is the programs administrative fee, and is shown as basis points (110 basis points = 1.10%). Any fee % above this is the representative’s portion.

Total Acct. Value	Standard Pricing
\$100K to \$500K	110
\$500 K to \$1 Million	105
\$1 Mill to \$2 Million	100

\$2 Mill to \$3 Million	95
\$3 Mill to \$4 Million	90
\$4 Mill to \$5 Million	88
Over \$5 Million	85

Fixed Income Account Pricing

The representative can charge a maximum of 2.75%. The standard pricing below is the programs administrative fee, and is shown as basis points (110 basis points = 1.10%). Any fee % above this is the representative's portion.

Total Acct. Value	Standard Pricing
\$100K to \$500K	85
\$500 K to \$1 Million	80
\$1 Mill to \$2 Million	75
\$2 Mill to \$3 Million	70
\$3 Mill to \$4 Million	65
\$4 Mill to \$5 Million	60
Over \$5 Million	55

For further WMAP details please see the WMAP Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in WMAP. Please read it thoroughly before investing.

PREMIER ADVISORY SERVICES

Please note that this program is closed. No new accounts may be opened.

We offer Premier Advisory Services ("Premier") as a non-commissionable advisory account where we can purchase load waived and no-load mutual funds and other equity, debt and option securities for you. Our Advisory Representative will obtain the relevant financial data from you and assist you in the selection of suitable investments. We will base our investment strategy on your specific goals and situation. In addition, you have the opportunity to place reasonable restrictions on investments held within your Premier account.

We offer Premier as an account billed with separate advisory fees and transaction charges ("Non-Wrap Account"). As such, in addition to the account fee described below, you will also pay separate per-trade transaction charges. If you elect to receive quarterly performance reports ("QPRs"), your account will also be charged a QPR fee. Please see your client agreement for transaction charge and QPR fee details.

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and

will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the billing period.

Schedule Of Premier Fees – Option A

Portfolio Value Breakpoints	Maximum Advisory Fee Schedule	Quarterly Reporting and Auto-Fee Debiting Annual Fee*	Auto-Fee Debiting only Annual Fee
From \$ 0 - \$ 249,999	2.00%	.20%	.06%
Next \$ 250,000- \$499,999	1.90%	.14%	.06%
Next \$ 500,00 - \$999,999	1.75%	.07%	.04%
Next \$ 1,000,000 - 1,999,999	1.50%	.05%	.03%
Next \$ 2,000,000 +	1.25%	.05%	.03%

* Election selected by you for the quarterly reports mentioned below could result in our firm charging a higher advisory fee.

Schedule Of Premier Fees – Option B

<u>Portfolio Value Breakpoints</u>	<u>Maximum Advisory Fee Schedule</u>	<u>Auto-Fee Debiting only Annual Fee</u>
From \$ 0 - \$ 249,999	2.00%	25 bps
Next \$ 250,000- \$499,999	1.90%	20 bps
Next \$ 500,00 - \$999,999	1.75%	15 bps
Next \$ 1,000,000 - 1,999,999	1.50%	10 bps
Next \$ 2,000,000 +	1.25%	10 bps

* Election selected by you for the quarterly reports mentioned below could result in an additional charge to your account in the amount of \$37.50 per quarter (\$150 annually).

The account fee will be paid quarterly in advance. The fee will be payable when the account is established, pro-rated for the first partial quarter, if applicable. Thereafter, the fee will be payable on the first day of each calendar quarter based on the asset value of the account as of the last business day of the prior quarter. Additional deposits to the account are subject to the same fee procedures.

In addition to the investment advisory fee, you will be charged transaction fees pursuant to a fixed schedule for trade execution based upon the option chosen. These transaction charges are paid to Pershing and are partially retained by Pershing for its clearance and execution services. Furthermore, a portion of the transaction fee will be paid to SagePoint for its supervisory services. These transaction charges represent the only payment to SagePoint and Pershing for their services. The transaction charges for execution and supervisory services will be described in detail in the Investment Advisory Agreement provided to you. If the account is opened with securities previously purchased through SagePoint or our firm, SagePoint and our firm may have already received commissions on the purchase. If the account is opened with cash proceeds from the sale of securities purchased through SagePoint or our firm, SagePoint and/or our firm may already have received commissions on the sale.

*At your option, a quarterly report will be generated by Pershing, which is in addition to monthly account statements. This report provides a market perspective on the most recently completed quarterly activity, and a portfolio performance summary using Standard & Poor 500 and Lehman Brothers Bond indices (now part of Barclays Capital) as benchmark comparisons. The report also reflects holdings by asset type, contributions, withdrawals, and a description of each position held with value, gain and loss, and yield information.

OPTION A (\$50,000 Minimum)

Rule 12(b)-1 or service fees paid by "load" waived mutual funds will be retained by SagePoint. SagePoint will assess a transaction charge to us for each "load" waived mutual fund transaction in excess of ten (10) during the referenced twelve month period. In addition, a transaction fee will be assessed to us for each no-load mutual fund transaction. The fact that we pay this transaction fee may affect the frequency of transactions recommended by us to you.

The transactions fees will be assessed to you for all stock, options and fixed income transactions executed in the account.

The annual charge for the quarterly reporting service begins at .2% and is reduced based on the size of the account. The charge is deducted from management fees charged to your account. In the event you elect not to receive a quarterly report, an annual charge for the automated billing service will be deducted from management fees charged to your account. The annual charge for this service begins at .06% and is reduced based on the size of the account. The annual charge for automated billing is included in the charge for optional quarterly reporting if elected.

Quarterly reporting is not available for accounts that hold options.

OPTION B (\$25,000 Minimum, Not available for ERISA and IRA accounts)

There is an annual administrative charge beginning at .25% and is reduced by the size of the account. This charge is deducted from management fees charged to your account.

A portion of any Rule 12(b)-1 or service fees paid by "load" waived funds to SagePoint may be re-allowed to the SagePoint registered representative on the account. You pay all transaction fees in this account.

The annual charge for this the quarterly reporting service is \$150. The fee is charged \$37.50 per quarter to your account.

Quarterly reporting is not available for accounts that hold options.

SEI Asset Management Program

We participate in SEI's Managed Accounts Program (the "MAP Program"). To participate in the MAP Program, the Adviser, SEI Investments Management Corporation ("SIMC") and the individual investors execute a tri-party agreement ("Managed Account Agreement") providing for the management of certain investor assets in accordance with the terms thereof. Pursuant to a Managed Account Agreement, the investor appoints the Adviser as its investment adviser to assist the investor in selecting an asset allocation strategy, which would include the percentage of investor assets allocated to designated portfolios of separate securities (each, a "Managed Account Portfolio") and may include the percentage of assets allocated to a portfolio of mutual funds advised by SIMC or an affiliate of SIMC. The investor appoints SIMC to manage the assets in each Managed Account Portfolio in accordance with a strategy selected by the investor together with the Adviser. SIMC may delegate its responsibility for selecting particular securities to one or more portfolio managers.

The fees payable to the Adviser are as follows:

Market Value Breakpoint	Adviser Maximum Annual Fee
On the first \$250,000	2.25
On the next \$250,000	2.15
On the next \$500,000	2.05
On the next \$1,000,000	1.95
Thereafter	1.85

SIMC's maximum fee schedule for the Program is as follows (which includes investment management fees and brokerage commissions):

The fees payable to SIMC for Large Cap Core Transition Strategy:

- 0.85% for the first \$1 million
- 0.80% for the next \$2 million
- 0.75% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for US Equity Core, Large Cap Core, US Large Cap Growth and US Large Cap Value Strategies:

- 0.90% for the first \$1 million
- 0.90% for the next \$2 million
- 0.85% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Managed Volatility/Tax-Sensitive Managed Volatility Strategies:

- 0.90% for the first \$1 million
- 0.90% for the next \$2 million
- 0.85% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Mid Cap Strategy:

- 1.10% for the first \$1 million
- 1.00% for the next \$2 million
- 0.90% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Small Cap Strategies:

- 1.20% for the first \$1 million
- 1.10% for the next \$2 million
- 1.00% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for International Equity Strategy:

1.20% for the first \$1 million

1.10% for the next \$2 million

1.00% for the next \$2 million

Negotiable for above \$5 million

The fees payable to SIMC for Active Municipal Bond and Core Fixed Income Strategies:

0.70% for the first \$1 million

0.65% for the next \$2 million

0.60% for the next \$2 million

Negotiable for above \$5 million

The fees payable to SIMC for Laddered Municipal Bond, Laddered Corporate Bond, Laddered Treasury Inflation Protected Securities (TIPS) and Certificate of Deposit (CD) Portfolios:

0.30% for the first \$500,000

0.27% for the next \$500,000

0.25% for the next \$1 million

0.20% for the next \$3 million

Negotiable for above \$5 million

SIMC may impose minimum account balances ranging from \$50,000 to \$1,000,000 depending upon the Managed Account Portfolio chosen and whether the investor selects the tax management feature.

Under the MAP Program, the investor receives investment advisory services, the execution of securities brokerage transactions, custody services and reporting services for a single specified fee. Participation in the MAP Program may cost the participant more or less than purchasing such services separately. In addition, the fees may be higher or lower than that charged by other sponsors of comparable wrap fee programs. The aforementioned fees may be subject to a discount.

Additionally, the MAP Program offers a feature called Integrated Managed Accounts ("IMAP"), which is an enhancement to the standard MAP Program. In IMAP, SIMC selects one sub-adviser to serve as a tax manager for the entire Managed Account Portfolio. Other sub-advisers recommend securities using buy/sell lists for their specific asset class to which the investor has selected. An integration fee will be charged to the investor's account when the investor selects the IMAP feature. The fee will cover the integration of the equity managers, which helps result in increased coordination across the equity account, increased tax efficiency and additional features such as wash sale prevention. These additional fees only apply to the equity portion of an investor's account that is allocated to the integrated equities portfolio; the fees do not apply to the fixed income or funds portion of the investor's account (if applicable). A selection of investor's assets may receive a fee discount.

The fees payable to SIMC for the IMAP feature are up to 0.15% for the first \$500,000
0.05 % for amounts in excess of \$500,000 in assets under management.

SEI Distribution-Focused Strategies

The SEI Distribution-Focused Strategies (the "DFS Program") are designed to actively manage a broadly diversified portfolio of assets, bolstered by expert manager selection, portfolio construction and oversight. The DFS Program was built to generate a consistent level of distributions. In addition to achieving distribution objectives, it is designed to provide a degree of principal preservation by leaving a positive residual value at the end of the strategies stated investment horizon. Advisers can use these results to balance their clients' distribution objectives against their principal preservation goals.

The Adviser participates in the the "MAP Program and DFS Program (together, the "Managed Account Program"). To participate in the Managed Account Program, the Adviser, SIMC and the individual investors execute a Managed Account Agreement providing for the management of certain investor assets in accordance with the terms thereof. Pursuant to a Managed Account Agreement, the investor appoints the Adviser as its investment adviser to assist the investor in selecting an asset allocation strategy, which would include the percentage of investor assets allocated to a designated Managed Account Portfolio and may include the percentage of assets allocated to a portfolio of mutual funds advised by SIMC or an affiliate of SIMC.

The investor appoints SIMC to manage the assets in each Managed Account Portfolio in accordance with a strategy selected by the investor together with the Adviser. SIMC may delegate its responsibility for selecting particular securities to one or more portfolio managers. For the DFS Program, SIMC is responsible for selecting securities (generally SEI's proprietary mutual funds) underlying each portfolio in accordance with its investment strategies, and, therefore, selecting the securities into which the investor's assets will be invested.

For each of the mutual funds for which SIMC serves as investment advisor, the fund pays an advisory fee that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's registration statement. From such amount, SIMC pays the sub-advisor(s) to the portfolio. SIMC's fee is negotiable, but it typically ranges from .10% - 2.00% of the portfolio's average daily net assets for its advisory services. Additionally, SIMC or an affiliate provides administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds. Additionally, for the DFS Program, investors shall pay a Program Fee of 0.20% to SIMC for providing administrative and recordkeeping services to accounts invested in the DFS Program. The fee is calculated and paid to SIMC quarterly in arrears.

SIMC may impose minimum account balances ranging from \$50,000 to \$1,000,000 depending upon the Managed Account Portfolio chosen and whether the investor selects the tax management feature. We participate in The SEI Asset Allocation Program, which is offered to high net worth individuals, defined benefit plans, participant and non-participant directed defined contribution plans, institutions, endowments, and foundations.

With the SEI Asset Allocation Program, the Adviser serves as the investment adviser to the investor, and is responsible for analyzing the investor's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference, pursuant to the Adviser's investment advisory agreement. Based upon the investor's information, the Adviser and the investor select an investment strategy and choose from one of many mutual fund asset allocation models, which may be provided by SEI Investments Management Corporation ("SIMC"), or purchase the individual mutual funds.

The Adviser will allocate the assets placed in the investor's account among the SEI Funds (a family of mutual funds advised by SIMC) in accordance with the investment strategy, goal or model selected by the investor. The investor, through the Adviser, may adjust their asset allocation to help ensure that the mix reflects the objectives of the chosen strategy. The investor may, at any time, impose reasonable restrictions on the management of his/her account or choose a new investment strategy. For participant-directed plans, assets will be invested in the SEI Asset Allocation mutual funds and other style-specific SEI Funds (if applicable). In accordance with the investor's investment objectives, the Adviser may also allocate assets placed in the investor's account among the SEI Funds through SEI's Private Client Models, which reflect SIMC's institutional asset allocation models more aligned with individual investors' goals. SIMC expects to make changes to the

Private Client Models periodically to incorporate changes to the mutual fund asset allocations underlying the models. Upon consent from the Adviser (on behalf of the investor), these asset allocation changes will be made to the investor's accounts invested in the Private Client Models.

The SEI Funds are administered, distributed, and in some cases advised by SIMC or its affiliates for which it is paid fees as disclosed in the SEI Funds' prospectuses. The prospectus (es) should be read carefully by all investors before investing in the SEI Funds.

The fees payable to the Adviser are as follows:

Market Value Breakpoint	Adviser Maximum Annual Fee
On the first \$250,000	2.25
On the next \$250,000	2.15
On the next \$500,000	2.05
On the next \$1,000,000	1.95
Thereafter	1.85

Types of Investments

We offer advice on equity securities, warrants, corporate debt securities, certificates of deposit, municipal securities, investment company securities, US Government securities, and interest in partnerships investing in real estate, oil and gas interests.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

Assets Under Management

As of 01/01/2011, we do not manage client assets on a discretionary basis, and we manage \$72,123,096 in client assets on a non-discretionary basis.

Fees and Compensation

Form ADV Part 2A, Item 5

Financial Planning Services

We offer broad based financial planning services based on either a fixed fee of \$5,000 or a maximum hourly rate of \$250. The services include personal financial planning, asset allocation and asset management. The final fee shall be directly dependent upon the facts and circumstances of your financial situation and the complexity of the financial plan or service requested. An estimate for total hours will be determined at the start of the advisory relationship. The hourly rate and fixed fee are negotiable.

Advisory Referral Programs

Since the independent third-party adviser pays the fee for our investment advisory services, the fee paid to us is not negotiable. Fees paid by you to independent third-party advisers are established and payable in accordance with the Form ADV Part 2A or other equivalent disclosure provided by each independent third-party adviser to whom we refer our clients, and may or may not be negotiable, as disclosed in the disclosure documents of the third-party adviser.

VISION2020 WEALTH MANAGEMENT PLATFORM – MODEL PORTFOLIOS PROGRAM

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.

Additional, ancillary Model Program fees may apply. Our Model Program account fee schedule is as follows:

Pricing/Fee Schedule

Accounts can be charged the maximum annual advisory fee specified in the schedule:

Account Size	Max. Client Fee	Min Client Fee	Admin Fee
0-250,000	2.50%	0.25%	0.25%
250,000 - 499,999	2.05%	0.20%	0.20%
500,000 - 749,999	1.80%	0.15%	0.15%
750,000 - 1,249,999	1.55%	0.10%	0.10%
1,250,000 - 1,999,999	1.30%	0.10%	0.10%
2,000,000 - 4,999,999	1.05%	0.10%	0.10%
5,000,000- 24,999,999	1.05%	0.10%	0.10%
Over 25,000,000	0.80%	0.10%	0.10%

For further Model Program details, including a full list of Program Managers, please see the Model Program Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in the Model Program. Please read it thoroughly before investing.

VISION2020 WEALTH MANAGEMENT PLATFORM – SMA AND UMA PROGRAM

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter. Additional, ancillary WMAP fees may apply. Please see the WMAP Wrap Fee Program Brochure for further details. Our WMAP account fee schedule is as follows:

Equity Account Pricing

The representative can charge a maximum of 2.75%. The standard pricing below is the programs administrative fee, and is shown as basis points (110 basis points = 1.10%). Any fee % above this is the representative's portion.

Total Acct. Value	Standard Pricing
\$100K to \$500K	110
\$500 K to \$1 Million	105
\$1 Mill to \$2 Million	100
\$2 Mill to \$3 Million	95
\$3 Mill to \$4 Million	90
\$4 Mill to \$5 Million	88
Over \$5 Million	85

Fixed Income Account Pricing

The representative can charge a maximum of 2.75%. The standard pricing below is the programs administrative fee, and is shown as basis points (110 basis points = 1.10%). Any fee % above this is the representative's portion.

Total Acct. Value	Standard Pricing
\$100K to \$500K	85
\$500 K to \$1 Million	80
\$1 Mill to \$2 Million	75
\$2 Mill to \$3 Million	70
\$3 Mill to \$4 Million	65
\$4 Mill to \$5 Million	60
Over \$5 Million	55

For further WMAP details please see the WMAP Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in WMAP. Please read it thoroughly before investing.

PREMIER ADVISORY SERVICES

Please note that this program is closed. No new accounts may be opened.

We offer Premier as an account billed with separate advisory fees and transaction charges ("Non-Wrap Account"). As such, in addition to the account fee described below, you will also pay separate per-trade transaction charges. If you elect to receive quarterly performance reports ("QPRs"), your account will also be charged a QPR fee. Please see your client agreement for transaction charge and QPR fee details.

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund in the event that you terminate your client agreement with us within five business days of signing. If you terminate after the first five days, the account fee will be credited back to you on a pro-rata basis for the unused portion of the billing period.

Schedule Of Premier Fees – Option A

Portfolio Value Breakpoints	Maximum Advisory Fee Schedule	Quarterly Reporting and Auto-Fee Debiting Annual Fee*	Auto-Fee Debiting only Annual Fee
From \$ 0 - \$ 249,999	2.00%	.20%	.06%
Next \$ 250,000- \$499,999	1.90%	.14%	.06%
Next \$ 500,00 - \$999,999	1.75%	.07%	.04%
Next \$ 1,000,000 - 1,999,999	1.50%	.05%	.03%
Next \$ 2,000,000 +	1.25%	.05%	.03%

* Election selected by you for the quarterly reports mentioned below could result in our firm charging a higher advisory fee.

Schedule Of Premier Fees – Option B

<u>Portfolio Value Breakpoints</u>	<u>Maximum Advisory Fee Schedule</u>	<u>Auto-Fee Debiting only Annual Fee</u>
From \$ 0 - \$ 249,999	2.00%	25 bps
Next \$ 250,000- \$499,999	1.90%	20 bps
Next \$ 500,00 - \$999,999	1.75%	15 bps
Next \$ 1,000,000 - 1,999,999	1.50%	10 bps
Next \$ 2,000,000 +	1.25%	10 bps

* Election selected by you for the quarterly reports mentioned below could result in an additional charge to your account in the amount of \$37.50 per quarter (\$150 annually).

The account fee will be paid quarterly in advance. The fee will be payable when the account is established, pro-rated for the first partial quarter, if applicable. Thereafter, the fee will be payable on the first day of each calendar quarter based on the asset value of the account as of the last business day of the prior quarter. Additional deposits to the account are subject to the same fee procedures.

In addition to the investment advisory fee, you will be charged transaction fees pursuant to a fixed schedule for trade execution based upon the option chosen. These transaction charges are paid to Pershing and are partially retained by Pershing for its clearance and execution services. Furthermore, a portion of the transaction fee will be paid to SagePoint for its supervisory services. These transaction charges represent the only payment to SagePoint and Pershing for their services. The transaction charges for execution and supervisory services will be described in detail in the Investment Advisory Agreement provided to you. If the account is opened with securities previously purchased through SagePoint or our firm, SagePoint and our firm may have already received commissions on the purchase. If the account is opened with cash proceeds from the sale of securities purchased through SagePoint or our firm, SagePoint and/or our firm may already have received commissions on the sale.

OPTION A (\$50,000 Minimum)

Rule 12(b)-1 or service fees paid by "load" waived mutual funds will be retained by SagePoint. SagePoint will assess a transaction charge to us for each "load" waived mutual fund transaction in excess of ten (10) during

the referenced twelve month period. In addition, a transaction fee will be assessed to us for each no-load mutual fund transaction. The fact that we pay this transaction fee may affect the frequency of transactions recommended by us to you.

The transactions fees will be assessed to you for all stock, options and fixed income transactions executed in the account.

The annual charge for the quarterly reporting service begins at .2% and is reduced based on the size of the account. The charge is deducted from management fees charged to your account. In the event you elect not to receive a quarterly report, an annual charge for the automated billing service will be deducted from management fees charged to your account. The annual charge for this service begins at .06% and is reduced based on the size of the account. The annual charge for automated billing is included in the charge for optional quarterly reporting if elected.

Quarterly reporting is not available for accounts that hold options.

OPTION B (\$25,000 Minimum, Not available for ERISA and IRA accounts)

There is an annual administrative charge beginning at .25% and is reduced by the size of the account. This charge is deducted from management fees charged to your account.

A portion of any Rule 12(b)-1 or service fees paid by "load" waived funds to SagePoint may be re-allowed to the SagePoint registered representative on the account. You pay all transaction fees in this account.

The annual charge for this the quarterly reporting service is \$150. The fee is charged \$37.50 per quarter to your account.

Quarterly reporting is not available for accounts that hold options.

SEI Asset Management Program

The fees payable to the Adviser are as follows:

Market Value Breakpoint	Adviser Maximum Annual Fee
On the first \$250,000	2.25
On the next \$250,000	2.15
On the next \$500,000	2.05
On the next \$1,000,000	1.95
Thereafter	1.85

SIMC's maximum fee schedule for the Program is as follows (which includes investment management fees and brokerage commissions):

The fees payable to SIMC for Large Cap Core Transition Strategy:

0.85% for the first \$1 million

0.80% for the next \$2 million

0.75% for the next \$2 million

Negotiable for above \$5 million

The fees payable to SIMC for US Equity Core, Large Cap Core, US Large Cap Growth and US Large Cap

Value Strategies:

- 0.90% for the first \$1 million
- 0.90% for the next \$2 million
- 0.85% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Managed Volatility/Tax-Sensitive Managed Volatility Strategies:

- 0.90% for the first \$1 million
- 0.90% for the next \$2 million
- 0.85% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Mid Cap Strategy:

- 1.10% for the first \$1 million
- 1.00% for the next \$2 million
- 0.90% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Small Cap Strategies:

- 1.20% for the first \$1 million
- 1.10% for the next \$2 million
- 1.00% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for International Equity Strategy:

- 1.20% for the first \$1 million
- 1.10% for the next \$2 million
- 1.00% for the next \$2 million
- Negotiable for above \$5 million

The fees payable to SIMC for Active Municipal Bond and Core Fixed Income Strategies:

- 0.70% for the first \$1 million
- 0.65% for the next \$2 million

0.60% for the next \$2 million

Negotiable for above \$5 million

The fees payable to SIMC for Laddered Municipal Bond, Laddered Corporate Bond, Laddered Treasury Inflation Protected Securities (TIPS) and Certificate of Deposit (CD) Portfolios:

0.30% for the first \$500,000

0.27% for the next \$500,000

0.25% for the next \$1 million

0.20% for the next \$3 million

Negotiable for above \$5 million

SIMC may impose minimum account balances ranging from \$50,000 to \$1,000,000 depending upon the Managed Account Portfolio chosen and whether the investor selects the tax management feature.

The fees payable to SIMC for the IMAP feature are up to 0.15% for the first \$500,000
0.05 % for amounts in excess of \$500,000 in assets under management.

SEI Distribution-Focused Strategies

For each of the mutual funds for which SIMC serves as investment advisor, the fund pays an advisory fee that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's registration statement. From such amount, SIMC pays the sub-advisor(s) to the portfolio. SIMC's fee is negotiable, but it typically ranges from .10% - 2.00% of the portfolio's average daily net assets for its advisory services. Additionally, SIMC or an affiliate provides administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds. Additionally, for the DFS Program, investors shall pay a Program Fee of 0.20% to SIMC for providing administrative and recordkeeping services to accounts invested in the DFS Program. The fee is calculated and paid to SIMC quarterly in arrears.

SIMC may impose minimum account balances ranging from \$50,000 to \$1,000,000 depending upon the Managed Account Portfolio chosen and whether the investor selects the tax management feature.

We participate in The SEI Asset Allocation Program, which is offered to high net worth individuals, defined benefit plans, participant and non-participant directed defined contribution plans, institutions, endowments, and foundations.

The SEI Funds are administered, distributed, and in some cases advised by SIMC or its affiliates for which it is paid fees as disclosed in the SEI Funds' prospectuses. The prospectus (es) should be read carefully by all investors before investing in the SEI Funds.

The fees payable to the Adviser are as follows:

Market Value Breakpoint	Adviser Maximum Annual Fee
On the first \$250,000	2.25
On the next \$250,000	2.15
On the next \$500,000	2.05
On the next \$1,000,000	1.95
Thereafter	1.85

Additional Fees and Expenses

Mutual fund investments in the programs that we offer are no-load or load at NAV. Your mutual fund investments may be subject to early redemption fees, 12b-1 fees and mutual fund management fees as well as other mutual fund expenses. These fees are in addition to the fees and expenses referenced above. Please review the mutual fund prospectus for full details.

For SagePoint programs that may have per-trade transaction charges (Wrap Accounts), you will be charged an additional fee of \$1.50 for each trade confirmation that you do not elect to receive electronically. You may also be subject to an additional, per-trade transaction charge on the selling of certain securities as disclosed on your trade confirmation (generally less than \$1.00 on trades of \$50,000 or less). These fees are not shared with us but are transaction charges paid to SagePoint and our custodian. Please see Section: Other Financial Industry Activities and Affiliations which explains our relationship with SagePoint.

There are additional fees relating to IRA and Qualified Retirement Plan accounts that you may incur such as maintenance and termination fees. You will find these fees disclosed in the account application paperwork provided to you associated with these accounts.

In addition to providing advisory services, our Advisory Representatives will likely also sell you securities products and other investment and insurance products in their capacity as registered representatives of SagePoint and as licensed insurance agents. We will receive additional compensation in connection with this activity and the amount of compensation will depend on the type of product purchased. We will have a greater financial incentive to sell certain products as opposed to others (for example, in the case of mutual funds those that have a higher 12b-1 fee than others). While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this brochure.

Compensation for the Sale of Securities or Other Investment Products

Persons providing investment advice on behalf of our firm are registered representatives with SagePoint Financial, Inc., a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ["FINRA"] and the Securities Investor Protection Corporation ["SIPC"]. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives is separate and in addition to our advisory fees. Persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees.

This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives and insurance agents have an incentive to effect securities and insurance transactions for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase securities or insurance products through any person affiliated with our firm.

Performance-Based Fees and Side-By-Side Management

Form ADV Part 2A, Item 6

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Types of Clients

Form ADV Part 2A, Item 7

We offer investment advisory services to individuals, trusts, estates, charitable organizations, corporations, and other business entities.

If you decide to open a Premier Account with us, if you choose Option A, we require a minimum of \$50,000 to open and maintain this account. If you choose Option B, we require a minimum of \$25,000 to open and maintain this account; however, this account is not available for ERISA and IRA Accounts.

Methods of Analysis, Investment Strategies and Risk of Loss

Form ADV Part 2A, Item 8

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Methods of Analysis

We may use one or more of the following methods of analysis when providing investment advice to you:

- Modern Portfolio Theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets. We will use this method of analysis as our core investment strategy and we will select asset allocation models based on your risk profile and

investment objectives.

- Charting Analysis – involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis – involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Cyclical Analysis – a type of technical analysis that involves evaluating recurring price patterns and trends.

Associated Risks

Charting and Technical Analysis - The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Cyclical Analysis - Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Investment Strategies

We may use one or more of the following investment strategies when formulating investment advice:

- Long Term Purchases – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

We will not perform quantitative or qualitative analysis of individual securities. Instead, we will advise you on how to allocate your assets among various classes of securities or third party investment advisers. We primarily rely on investment model portfolios and strategies developed by the various third party investment advisers and their portfolio managers. We may recommend replacing any of these third party investment advisers if there is a significant deviation in characteristics or performance from the stated strategy and/or benchmark.

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Our firm or the TPA managing your account will either instruct the custodian to use the first-in, first-out ("FIFO") accounting method for calculating and reporting the cost basis of your investments or the custodian will default to the FIFO method where no instruction is given.

You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this brochure, we primarily recommend mutual funds. You should be advised of the following risks when investing in mutual funds.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end".

Disciplinary Information

Form ADV Part 2A, Item 9

Legacy Financial Group, LLC has been registered and providing investment advisory services since 2001. Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

Other Financial Industry Activities and Affiliations

Form ADV Part 2A, Item 10

Registrations with Broker-Dealer

All representatives of our firm that provide advice to you ("Advisory Representatives") are associated with SagePoint Financial, Inc. ("SagePoint") as Registered Representatives. SagePoint is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives may recommend the purchase of securities offered by SagePoint. If you purchase these products through them, they will receive normal commissions which may be in addition to customary advisory fees. As such, Advisory Representatives may have an incentive to sell you commissionable products in addition to providing you with advisory services when such commissionable products may not be suitable. Alternatively, they may have an incentive to forego

providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee.

Therefore, a conflict of interest may exist between their interests and your best interests.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

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

Form ADV Part 2A, Item 11

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. Please be aware that open-end mutual funds are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds by advisory representatives are not likely to have an impact on the prices of the fund shares in which Clients invest.

Brokerage Practices

Form ADV Part 2A, Item 12

We recommend the brokerage and custodial services of SagePoint Financial, Inc., a securities broker-dealer and a member of FINRA/SIPC. We believe that SagePoint Financial, Inc. provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by SagePoint Financial, Inc., including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services SagePoint Financial, Inc., provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere. We do not receive research and soft dollar benefits. We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Persons providing investment advice on behalf of our firm who are registered representatives of SagePoint Financial, Inc. will recommend SagePoint Financial, Inc. to you for brokerage services. These individuals are subject to applicable rules that restrict them from conducting securities transactions away from SagePoint Financial, Inc. unless SagePoint Financial, Inc. provides the representative with written authorization to do so. Therefore, these individuals are generally limited to conducting securities transactions through SagePoint Financial, Inc. It may be the case that SagePoint Financial, Inc. charges higher transactions costs and/or custodial fees than another broker charges for the same types of services. If transactions are executed through SagePoint Financial, Inc., these individuals (in their separate capacities as registered representatives of SagePoint Financial, Inc.) may earn commission-based compensation as result of placing the recommended securities transactions through SagePoint Financial, Inc. This practice presents a conflict of interest because these registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. You may utilize the broker-dealer of your choice and have no obligation to purchase or sell securities through such broker as, we recommend. However, if you do not use SagePoint Financial, Inc., we may not be able to accept your account. Please see the "Fees and Compensation" section in this brochure for more information on the compensation received by registered representatives who are affiliated with our firm.

Block Trades

Since we primarily recommend mutual funds and variable products, we typically do not combine multiple orders for shares of the same securities purchased for advisory accounts we manage (the practice of combining multiple orders for shares of the same securities is commonly referred to as "block trading"). Accordingly, you may pay different prices for the same securities transactions than other clients pay. Furthermore, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than other clients.

Review of Accounts

Form ADV Part 2A, Item 13

For investment management services, securities are reviewed on a regular basis. Triggering factors include but are not limited to, the state of the markets, price momentum, relative strength, group relative strength, volume, accumulation, distributions, earnings and earning potential. In the case of mutual funds, the funds are reviewed to see if they are meeting expectations on a basis of risk versus reward. Additional reviews are available at your request. All reviews will be conducted by Ray Day or Melanie Tanaka.

For financial planning services, at a minimum, you will receive an annual review and consultation. Such review and consultation will contain some or all of the following; specific advice concerning any changes in your investments that we believe you should make and specific advice concerning the manner in which you can make the changes advised by either us or your third party adviser. All reviews will be conducted by Ray Day or Melanie Tanaka.

All investment management services clients will receive statements from their custodians on either a monthly or quarterly basis. These reports will show the current market values and transactions during the past month or quarter as well as interest, dividends and capital gains for the reporting period.

All financial planning services clients will receive from the adviser annual updates of their current financial situations. You will also receive from your custodian on either a monthly or quarterly basis, statements showing the current market value as well as interest and dividends for the reporting period.

Client Referrals and Other Compensation

Form ADV Part 2A, Item 14

As discussed previously, all our Advisory Representatives are Registered Representatives of SagePoint. This arrangement requires us to offer you advisory services and programs sponsored or approved by SagePoint. SagePoint sets limits on how much we can charge you for these advisory services. Some advisory programs have higher fee limits than others. As such, there may be an incentive for us to recommend to you advisory services or programs with higher limits. In addition, SagePoint may charge us certain usage fees and expenses to use their advisory programs which may decrease the amount of money we make when offering investment advice to you. Therefore, there may be an incentive to provide you with advisory programs and services that may be cheaper for us to use but not as suitable to your needs as other advisory programs that SagePoint sponsors which may be more expensive for us to use.

In addition, SagePoint offers our Advisory Representatives educational, training and incentive programs for those Advisory Representatives that meet certain sales production goals. There may be an incentive for us to manage your account in ways that assist us in meeting these production goals even if such strategies may not always be suitable for your account.

Certain Third Party Advisory Service programs may provide our Advisory Representatives with the opportunity to attend training or education conferences. Such conferences include the payment or reimbursement of travel, meals and lodging expenses for attendees. Payment/reimbursement of expenses is not contingent upon sales targets or contests, but rather on total assets managed on their respective Third Party Advisory Service platforms. We may have an incentive to recommend Third Party Advisory Service programs that provide us with the above referenced opportunities over those that do not.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented. We do not directly or indirectly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals.

Custody

Form ADV Part 2A, Item 15

We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Investment Discretion

Form ADV Part 2A, Item 16

We may manage your accounts on a discretionary basis upon obtaining your consent. Your consent is typically granted and evidenced in the client agreement that you sign with us. We define discretion as: the ability to trade your account, without obtaining your prior consent, the securities and amount of securities to be bought or sold, and the timing of the purchase or sale. It does not extend to the withdrawal or transfer of your account funds.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advise provided by our firm on a non-discretionary basis.

Voting Client Securities

Form ADV Part 2A, Item 17

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

Financial Information

Form ADV Part 2A, Item 18

Our firm does not have any financial conditions or impairments that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$500 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this brochure.

Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.