
Item 1 – Cover Page

Fintegra, LLC
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430
800.870.7993
www.fintegra.com
March 31, 2012

This Brochure provides information about the qualifications and business practices of Fintegra, LLC. If you have any questions about the contents of this Brochure, please contact us at 800.870.7993. 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.

Fintegra, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Fintegra, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

There have been no material changes to our brochure since our last update of December 5, 2011.

Currently, our Brochure is available on our web site www.fintegra.com/Legal Disclosures/Fintegra's RIA Program Brochure and Revenue Sharing Disclosure free of charge. Alternatively, our Brochure may be requested by contacting Finegra's Compliance Department at 763.585.0503.

Additional information about Fintegra, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Fintegra, LLC who are registered, or are required to be registered, as investment adviser representatives of Fintegra, LLC.

Item 3 -Table of Contents

Item 1 – Cover Page.....	1
Item 2 – Material Changes.....	2
Item 3 –Table of Contents.....	3
Item 4 – Advisory Business	3
Item 5 – Fees and Compensation	5
Item 6 – Performance-Based Fees and Side-By-Side Management.....	8
Item 7 – Types of Clients	8
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	8
Item 9 – Disciplinary Information	8
Item 10 – Other Financial Industry Activities and Affiliations.....	8
Item 11 – Code of Ethics.....	9
Item 12 – Brokerage Practices.....	12
Item 13 – Review of Accounts.....	12
Item 14 – <i>Client</i> Referrals and Other Compensation.....	13
Item 15 – Custody	14
Item 16 – Investment Discretion	14
Item 17 – Voting <i>Client</i> Securities.....	14
Item 18 – Financial Information.....	15
Item 19 – Requirements for State-Registered Advisers.....	15
Appendix A – Privacy Policy	16
Appendix B – Business Continuity Plan.....	18
Appendix C – Managing and Supervising Executives.....	20

Required Brochure Supplements:

Wrap Fee Program Brochure **and** Investment Advisor Representative Supplemental Brochure

Item 4 – Advisory Business

Fintegra, LLC was founded in 1998 as an independent Broker/Dealer. The Registered Investment Advisor's effective date with the SEC was February 11, 1999. Fintegra has representatives in independent offices, financial institution branches, as well as representatives in Fintegra branch offices who are w-2 employees of Fintegra, LLC. We have clearing services through Pershing, LLC a subsidiary of Bank of New York Mellon Corporation, as well as Charles Schwab & Company, Inc. Fintegra, LLC is wholly owned by Fintegra Holdings, LLC.

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 Investment Advisor Representative (IAR) or Third Party Money Manager will execute trades in the account without pre-approval from the Client. Your account must be approved in writing and acknowledged to you by Fintegra's Compliance Department prior to your account being opened and allowing any discretionary trades by your IAR.

Fintegra, LLC's Asset Under Management:

- Non-discretionary as-of December 31, 2011 - \$109,943,629
- Discretionary as-of November 30, 2011 – \$0

Item 5 – Fees and Compensation

Investment Management

All IAR fees are subject to negotiation between Fintegra's IAR and the client.

The specific manner in which fees are charged by the IAR is established in a written agreement between the client and Fintegra's IAR. Fintegra, LLC will generally bill its fees on a quarterly basis based on the long market value of eligible assets held in the account on the last business day of the quarter. Clients will be billed in advance each calendar quarter. Fees will be automatically deducted from client accounts. Management fees shall be prorated for each capital contribution and withdrawal made during the applicable calendar quarter on all IAR managed accounts on the Pershing clearing platform (with the exception of de minimis contributions and withdrawals). Accounts initiated during a calendar quarter will be charged a prorated inception fee based on the long market value of eligible assets on the day the account is funded. If sufficient funds are not available in the account to pay an advisory fee that is due, 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 account to resolve all unpaid advisory fees due after 30 days. Fintegra, LLC will attempt to follow this order of liquidation: mutual funds and then equities in alphabetical order. Upon termination of any account, a prorated portion of the quarterly fee will not be refunded.

The IAR's fees encompass all investment advisory services rendered, which may include: strategic asset allocation, investment style allocation, investment management research and evaluation, independent portfolio 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 and detailed below.

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES (MAXIMUM)
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,0001	\$2,000,000	2.25%
\$2,000,0001	Over	2.00%

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

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES (MAXIMUM)
\$1	\$500,000	1.50%
\$500,001	\$1,000,000	1.25%
\$1,000,0001	\$2,000,000	1.00%
\$2,000,0001	Over	.75%

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

Clients may incur certain additional charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, margin interest, wire transfer and electronic fund fees, confirmation fees, certain account maintenance fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to the IAR's fee. The 12b-1 fees from the mutual funds are credited back to the client's account for all qualified accounts on the Pershing clearing platform and these fees, if applicable, are retained by Charles Schwab & Co., Inc. if the account is held on their clearing platform.

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 prospectus.

Fintegra, LLC IARs do not refer clients to outside broker/dealers.

As a registered representative of Fintegra, LLC's broker/dealer, the IAR you work with generally receives a commission for any investment, financial, and insurance products you purchase through the broker/dealer. Compensation is not the same for all types of products and can vary from sponsor company to sponsor company. The compensation the Registered Representative receives for these transactions would be additional compensation.

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 or through another broker not affiliated with Fintegra, LLC.

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

If the Registered Representative receives a commission or sales charge for a product held on the Pershing clearing platform and you want to hold that product within a FAME account, Fintegra has the ability to exclude that asset from the IAR billing process. You would be responsible for identifying these assets that should be excluded from billing.

Financial Planning and Consulting Services

The specific manner in which fees are charged by the IAR is established in a written agreement between the client and Fintegra's IAR.

Fintegra's IARs 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 as a result of the financial planning process.

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 an additional fee or commission for that sale.

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.

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

Fintegra, LLC and its IARs do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

Fintegra, LLC through IARs provides portfolio management services to individuals, high net worth individuals, corporate pension and profit-sharing plans, Taft-Hartley plans, charitable institutions, foundations, endowments, trust programs, and other U.S. institutions.

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

Fintegra, LLC does not directly manage client assets. However, Fintegra's IARs may manage client assets directly and each IAR will have their own investment philosophy/strategy. Please ask your IAR for a copy of their individual investment philosophy/strategy and address any questions directly with your IAR.

Please note that investing in securities involves risk of loss that clients should be prepared to bear.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Fintegra, LLC or the integrity of Fintegra, LLC's management. Fintegra, LLC has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Any management persons affiliated with Fintegra's Registered Investment Advisor are also registered with Fintegra's broker/dealer.

Fintegra, LLC also is a broker/dealer and an insurance agency.

Fintegra, LLC has IARs in non-affiliated banking institutions. The bank receives part of the fee you pay.

Item 11 – Code of Ethics

Fintegra, LLC has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. This Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All access persons at Fintegra, LLC must acknowledge the terms of the Code of Ethics annually, or as amended.

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 access person 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 an annual basis through the 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 or their designated supervisor 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 Holdings and Transactions. Fintegra IARs who manage assets on both a discretionary and non-discretionary basis are required to report all personal securities held and any transactions conducted by them or any member of their household by notifying Fintegra via the Annual Holdings Certification Form and the Personal Securities Transaction Form.

Reporting requirements:

- Holdings Report. The Code requires Access Persons to submit a report of all holdings in covered/reportable securities within 10 days of becoming an access person and thereafter on an annual basis. The holdings report must include: (i) the title and ticker symbol, type of security, number of shares and principal amount of each reportable security; (ii) the name of a the broker, dealer or bank with which the access person maintains an account; and (iii) the date the report is submitted. It is not necessary to disclose nonproprietary mutual fund holdings held directly with investment companies.
- Quarterly Transaction Reports. The Code requires Access Persons to submit transaction reports no later than 30 days after the end of each calendar quarter covering all transactions in covered/reportable securities during the quarter. The transaction report must include: (i) the date of the transaction, the title and ticker symbol, the interest rate and maturity date (if applicable), the number of shares and the principal amount (if applicable) of each reportable security; (ii) the nature of the transaction; (iii) the transaction price; (iv) the name of the broker, dealer, or bank with which the transaction was effected; and (v)

the date the report is submitted. Duplicate brokerage statements may be substituted for quarterly transaction reports.

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.

IARs must obtain Home Office approval prior to investing in a private placement.

The Code requires all Supervised Persons to report violations of the Code promptly to the Chief Compliance Officer or CCO's designee.

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.

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 all access persons annually. Covered persons, which include supervised persons and access 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.

Definitions:

Supervised person: A person who provides investment advisory services on behalf of the investment adviser and is subject to the supervision and control of the investment adviser.

Access Person: Any supervised person who has access to non-public information regarding any clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund or who is involved in making securities recommendations to clients or who has access to such recommendations that are non-public.

Item 12 – Brokerage Practices

Not applicable. Fintegra, LLC does not currently receive any soft dollar benefits.

If Fintegra, LLC receives any dollars from vendors they are for educational purposes only and are not distributed to IARs.

Fintegra would aggregate orders if multiple clients are trading the same position with the same price and then allocate upon execution to each account accordingly. Partial fills will be allocated on a percentage basis across all clients.

Item 13 – Review of Accounts

Fintegra, LLC reviews a random sample of all IAR accounts on an annual basis. Additionally, transactions are subject to review on an on-going basis for suitability. If a specific transaction does not meet the accounts investment objective then the entire account and its holdings are reviewed by Fintegra's Compliance Department.

Fintegra, LLC reviews all financial plan executive summaries prior to presentation to a client.

Fintegra, LLC does not provide any written reports to clients regarding their accounts.

Item 14 – *Client Referrals and Other Compensation*

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, of Fintegra, LLC, 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, 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.

Item 15 – Custody

Clients should receive at least quarterly statements from the qualified custodian that holds and maintains client's investment assets. Fintegra, LLC urges you to carefully review such statements. Statements and confirmations will be sent to the client's address of record unless an electronic delivery option has been selected.

Item 16 – Investment Discretion

Fintegra, LLC's IARs usually receive limited discretionary authority from the client at the outset of an advisory relationship. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for each client account. This is not considered to have discretionary trading authority that would require Fintegra's approval as defined under Item 4. Unless you receive written approval from Fintegra's Home Office, your account has not been approved for discretionary trading.

When selecting securities and determining amounts, the IAR observes the limitations and restrictions of the clients for which it advises.

Investment guidelines and restrictions must be provided to Fintegra, LLC's IAR in writing.

Item 17 – Voting *Client* Securities

As a matter of firm policy and practice, Fintegra, LLC's IARs do not have any authority to and do not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios.

However, if the Client has hired a third party money manager, that money manager may retain the right to vote proxies on behalf of the Client. If applicable, please see your third party money manager agreement and ADV Brochure for additional details.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about Fintegra, LLC's financial condition. Fintegra, LLC has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

Item 19 – Requirements for State-Registered Advisers

This is not applicable for Fintegra, LLC.

Appendix A – Privacy Policy

WHAT DOES FINTEGRA, LLC DO WITH YOUR PERSONAL INFORMATION?

Fintegra, LLC is committed to the confidentiality and protection of personal non-public information obtained from its customers. The privacy of your personal information and the way Fintegra treats that information is among Fintegra's highest priorities. We want to take this opportunity to share with you the reasons why we need this information and our commitment to protecting the information you provide.

Who is providing this notice and why? 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.

Fintegra is the listed broker-dealer, registered investment advisor, and/or insurance agency for an investment and/or insurance product you currently hold. Pursuant to federal laws, Fintegra is notifying you of our privacy policy and business continuity plan.

How does Fintegra protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Fintegra restricts access to your personal and account information so that only those Fintegra employees, representatives, or agents who need to know that information to provide products or services to you are allowed access to that information. Fintegra maintains physical, electronic, and procedural safeguards to protect your 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 these firms.

How does Fintegra, LLC collect my personal information? We collect your personal information from, for example, information received from you on applications and other forms, information about your transactions, and information received from consumer reporting agencies.

Fintegra collects and maintains customer information necessary for us to be able to provide the services requested by you and to administer your business relationship with Fintegra. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

The types of personal non-public information Fintegra collects and shares depend on the product or service you have with us. This information can include, and is not limited to: Social Security number and financial information, employment and income information, and address and family information.

Why is my personal information shared? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons we share or do not share customers' personal information:

Reasons Fintegra shares your personal information where you cannot limit sharing:

-
- For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus
 - For our marketing purposes — to offer Fintegra products and services to you
 - For joint marketing with other financial companies where you hold their financial products as a customer

Fintegra does NOT share your information for any affiliates' business purposes or marketing, as we do not have associated affiliate companies. Also, we do NOT share with any non-affiliated companies to market to you beyond the financial companies mentioned above of which you are already a customer.

Why can't I limit all sharing? Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes or marketing
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

As previously stated, Fintegra does not share your information for any affiliates' business purposes or marketing, as we do not have associated affiliate companies. Also, we do NOT share with any non-affiliated companies to market to you beyond the financial companies mentioned above, of which you are already a customer.

If a Client has any questions about Fintegra's Privacy Policy, they can write to:

Fintegra, LLC
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

Appendix B – 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, LLC
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

Appendix C – Managing and Supervising Executives

Doreen L. Weber is the President and Chief Executive Officer of Fintegra. Ms. Weber was born on November 11, 1959. She has nearly thirty years of experience in the financial service industry. She is the co-founder of Fintegra, LLC which was founded in 1998. Prior to co-founding Fintegra, she was an Executive Vice President of PrimeVest Financial Services, Inc., was employed by PrimeVest for five years, and was responsible for new business development, account management and supervision, advertising and marketing, training and implementation, and mutual fund product support. Prior to joining PrimeVest, Ms Weber held various positions which included retail sales, sales training and management and brokerage operations with firms such as Midwest Federal Savings & Loan/Mabon Nugent, Investors Bank/FNIC, Askar Corporation, Citicorp Select Investments and Dain Rauscher. In addition, Ms. Weber has provided consulting services to a variety of firms during her tenure in the financial services industry. She holds FINRA Series 7, 24, 63, and 65 licenses and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.

Jeffrey Schuh is the Chief Financial Officer and Chief Operation Officer of Fintegra, LLC. Mr. Schuh was born on November 25, 1955. He has been in the financial services industry since 1982. Prior to joining Fintegra, he served as the Chief Compliance Officer of Wells Fargo Brokerage Services, LLC, and Wells Fargo Institutional Securities, LLC. He has also held positions with various firms such as GMAC Residential Funding Company, Marquette Financial Group, Inc., Offerman & Co., and Peat Marwick, Mitchell & Co. Mr. Schuh has also served as a member of the NASD Business Conduct Committee, NASD Business Conduct Nominating Committee, NASD Business Consultative Committee, and has served as a FINRA arbitrator. He holds FINRA Series 7, 9, 10, 24, 27, 53, 55, and 63 licenses, has a B.A. from the University of Northern Iowa, is a certified public accountant in the states of Minnesota and Iowa (inactive status), and holds MN Life, Accident, and Health insurance license (inactive status).

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 series 7, 24, 4, 53, and 66 licenses.

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 Series 7, 24, 63, and 65 licenses and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.

Item 1 – Cover Page

Fintegra, LLC
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430
800.870.7993
www.fintegra.com
March 31, 2012

This wrap fee program brochure provides information about the qualifications and business practices of Fintegra, LLC. If you have any questions about the contents of this wrap fee brochure, please contact us at 800.870.7993. The information in this wrap fee brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Fintegra, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Fintegra, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

There have been no material changes to our Wrap Fee Program Brochure since our last update of December 5, 2011.

Currently, our Brochure is available on our web site www.fintegra.com/Legal Disclosures/Fintegra's RIA Program Brochure and Revenue Sharing Disclosure free of charge. Alternatively, our Brochure may be requested by contacting Fintegra's Compliance Department at 763.585.0503.

Additional information about Fintegra, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Fintegra, LLC who are registered, or are required to be registered, as investment adviser representatives of Fintegra, LLC.

Item 3 -Table of Contents

Item 1 – Cover Page.....	1
Item 2 – Material Changes.....	2
Item 3 -Table of Contents	3
Item 4 – Services, Fees and Compensation	4
Item 5 – Account Requirements and Types of Clients	17
Item 6 – Portfolio Manager Selection and Evaluation	18
Item 7 – Client Information Provided to Portfolio Managers.....	18
Item 8 – Client Contact with Portfolio Managers	18
Item 9 – Additional Information	18
Item 10 – Requirements for State Registered Advisers.....	19

Item 4 – Services, Fees and Compensation

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.

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.

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 previous quarter. This on-going fee will be due within the first five business days of each new calendar quarter. Fintegra will automatically debit the advisory fee from the Pershing account.

If sufficient funds are not available in the Pershing account, 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.

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.

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 previous quarter. This on-going fee will be due within the first five business days of each

new calendar quarter. Fintegra will automatically debit the advisory fee from the Pershing account.

If sufficient funds are not available in the Pershing account, 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 and ADV Brochure for additional details.

Schwab: 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.

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.

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 previous quarter. This on-going fee will be due within the first five business days of each 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, 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 Brochure for additional details.

Schwab: 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. 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.

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.

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 previous quarter. This on-going fee will be due within the first five business days of each 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, 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 Brochure for specific details on the services provided and fees charged.

Schwab: 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 ongoing 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.

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.

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 previous quarter. This on-going fee will be due within the first five business days of each 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, 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 Brochure and the selected money manager's ADV Brochure for specific details on the services provided and fees charged.

Morningstar Investment Services

Services Provided

Morningstar is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, exchange traded funds, or individual stocks based upon their risk tolerance.

Morningstar will have full discretion over the Client's account. Morningstar will be responsible for building investment models, day to day trading, rebalancing, and reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The Morningstar advisory fee includes the fees for selecting and monitoring asset allocation models and reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges depending on the fee schedule selected in the Investment Advisory Agreement. The Morningstar advisory fee varies per annum as negotiated with the investment advisor.

The Morningstar advisory fee is based on the quarter end account balance on a forward basis, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program and custody and clearing fees.

Either Morningstar or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the Morningstar advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the Morningstar ADV Brochure for specific details on the services provided and fees charged.

Envestnet

Services Provided

Envestnet is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, exchange traded funds, separately managed accounts, or unified managed accounts based on their risk tolerance.

Envestnet will have full discretion over the Client's account. Envestnet will be responsible for building investment models, day to day trading, rebalancing, and

reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The Envestnet advisory fee includes the fees for selecting and monitoring asset allocation models and reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges depending on the fee schedule selected in the Investment Advisor Agreement. The Envestnet advisory fee varies per annum as negotiated with the investment advisor. The Envestnet advisory fee is based on the account balance on the last day of the quarter in advance, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program custody and clearing fees.

Either Envestnet or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the Envestnet advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the Envestnet ADV Brochure for specific details on the services provided and fees charged.

FundQuest

Services Provided

FundQuest is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, separately managed accounts, or unified managed accounts based upon their risk tolerance.

FundQuest will have full discretion over the Client's account. FundQuest will be responsible for building investment models, day to day trading, rebalancing, and reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The FundQuest advisory fee includes the fees for selecting and monitoring asset allocation models and reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges depending on the fee schedule selected in the Investment Advisory Agreement. The FundQuest advisory fee varies per annum as negotiated with the investment advisor. The FundQuest advisory fee is based on the average daily account balance in advance, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program and custody and clearing fees.

Either FundQuest or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the FundQuest advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the FundQuest ADV Brochure for specific details on the services provided and fees charged.

Curian Capital (Curian)

Services Provided

Curian utilizes a four step process to provide advisory services to Clients via the Curian WRAP account. First, Curian gathers the Client's financial information from the Representative. Second, Curian analyzes the Client's financial information and identifies one or more portfolios and or investments appropriate for the Client's investment risk tolerance, time horizon, investment objectives, and investment restrictions listed by the Client, if any. Third, Curian processes and effectuates the securities transactions for the Client's account. Finally, the Client's account is managed so that the asset allocation within the Curian WRAP account is consistent with the Client's financial profile and stated goals and objectives.

A monthly report from Curian will be delivered to the Client and will include a detail of the Client's account activity during the month, including holdings, contributions and withdrawals, and the value of the account at the beginning and end of the month. When applicable, the report will also include a fee billing statement detailing all fees and expenses payable by the Client in the subsequent month.

In addition, a quarterly performance report from Curian will be delivered to the Client and will include: 1) the asset allocation of the account; 2) the growth and performance of the account over various time periods; 3) growth and performance of the Client's Curian account relative to a number of benchmarks selected from time to time by Curian; and finally 4) a request that the Client provide any applicable and necessary updates to the information currently on file regarding the Client and their Curian account.

Payment for Services

The Curian WRAP fee is a single, consolidated, annual fee that encompasses: 1) services provided by Curian; 2) the services provided by the Representative in the introduction of the Client's account and the gathering and maintenance of the Client account information; 3) the model managers' services in managing their respective portfolios within the Client's WRAP account; and 4) the Curian costs associated with security transactions, executions, clearing, and custody.

The annualized Curian WRAP fee is assessed on a calendar quarter basis. The fee for the calendar quarter in which the account is established is paid in arrears, based on the average daily market value of the assets in the Client's account during the initial billing period. The WRAP fee will vary depending on the portfolios utilized and the size of the account.

This fee is due on the first day of the calendar quarter following establishment of the account. Thereafter, fees are payable quarterly in advance, on the first day of each calendar quarter, and are computed based on the average daily market value of the assets in the account during the immediately preceding calendar quarter. A small percentage of assets in the Client's account will be maintained in money market funds, thereby avoiding redemption of investments and the potential for associated tax consequences.

The Client also pays a Program Fee. Part or all of the Program Fee may be used to compensate Representative for services provided as noted above. The Program Fee will be determined based on a multiple of the portion of the WRAP fee but will not exceed 2.75%. The Program Fee may be paid by the Client on a front-end or back-end basis.

The Client may terminate their participation in the Curian WRAP account within (5) five business days of entering into the agreement, upon written notice to Curian, without penalty or payment of fees of any kind. After the (5) five day period, the Client may terminate their Curian WRAP account and will receive a refund of any paid WRAP fees for any period subsequent to the termination date. However, after the initial (5) five day period, the Client may be required to pay a Program Fee.

Please read the Curian WRAP Fee Program Brochure or their ADV Brochure for specific details on the services provided and fees charged.

FTJ FundChoice (FundChoice)

Services Provided

FundChoice is a WRAP account that allows Clients to select appropriate model asset allocation portfolios which diversify Client assets among mutual funds. The mutual funds provided are from a list of no load fund families covering all major asset classes. Each model portfolio utilized by FundChoice represents a different asset allocation strategy.

FundChoice retains third party non-affiliated money managers to design and manage model portfolios in which Client assets can be invested. FundChoice will implement the model for the Client by acquiring mutual fund shares that are represented in the model portfolios that have been selected by the Client.

The Client will receive reports prepared by FundChoice no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Client will receive performance reports, describing account performance, positions, and activity.

Payment for Services

The FundChoice WRAP fee includes the fees for selecting and monitoring third party money managers, trading costs, and reporting to the client on a quarterly basis. The FundChoice WRAP fee varies per annum as negotiated with the investment advisor. The FundChoice WRAP fee is based on the average daily account balance for the period for which fees are collected, and they are automatically deducted from the Client's account. FundChoice also charges a minimum annual administrative fee of up to \$150. Finally, the Representative will charge a fee in addition to the stated fees.

Either FundChoice or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the FundChoice WRAP account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the FTJ WRAP Fee Brochure or their ADV Brochure for specific details on the services provided and fees charged.

Investment Management

All fees are subject to negotiation between Fintegra's IAR and the client.

The specific manner in which fees are charged by the IAR is established in a written agreement between the client and Fintegra's IAR. Fintegra, LLC will generally bill its fees on a quarterly basis based on the long market value of eligible assets held in the account on the last business day of the quarter. Clients will be billed in advance each calendar quarter. Fees will be automatically deducted from client accounts. Management fees shall be prorated for each capital contribution and withdrawal made during the applicable calendar quarter on all IAR managed accounts on the Pershing clearing platform (with the exception of de minimis contributions and withdrawals). Accounts initiated during a calendar quarter will be charged a prorated inception fee based on the long market value of eligible assets on the day the account is funded. If sufficient funds are not available in the 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 account to resolve all

unpaid advisory feeds due after 30 days. Upon termination of any account, a prorated portion of the quarterly fee will not be refunded. The quarterly fee assessed will be paid in its entirety.

The IAR's fees encompass all investment advisory services rendered, which may include: strategic asset allocation, investment style allocation, investment management research and evaluation, independent portfolio 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 and detailed below.

Fee Schedule A¹

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES (MAXIMUM)
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,0001	\$2,000,000	2.25%
\$2,000,0001	Over	2.00%

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

Fee Schedule B²

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES (MAXIMUM)
\$1	\$500,000	1.50%
\$500,001	\$1,000,000	1.25%
\$1,000,0001	\$2,000,000	1.00%
\$2,000,0001	Over	.75%

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

Clients may incur certain additional charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, margin interest, wire transfer and electronic fund fees, confirmation fees, certain account maintenance fees, and other fees and taxes on brokerage accounts and securities transactions.

Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to the IAR's fee. The 12b-1 fees from the mutual funds are credited back to the client's account for all qualified accounts on the Pershing clearing platform and these fees, if applicable, are retained by Charles Schwab & Co., Inc. if the account is held on their clearing platform.

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 prospectus.

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 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 or through another broker not affiliated with Fintegra, LLC.

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

If the Registered Representative receives a commission or sales charge for a product held on the Pershing clearing platform and you want to hold that product within a FAME account, Fintegra has the ability to exclude that asset from the IAR billing process. You would be responsible for identifying these assets that should be excluded from billing.

Financial Planning and Consulting Services

The specific manner in which fees are charged by the IAR is established in a written agreement between the client and Fintegra's IAR.

Fintegra's IARs 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.

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.

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.

Item 5 – Account Requirements and Types of Clients

The minimum account requirements for the IAR Managed Program options are as follows:

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

NOTE: All IAR managed accounts will be reviewed annually and accounts below the \$25,000 minimum may be requested to be removed from the FAME Program.

The initial minimum account requirements for Charles Schwab & Co., Inc. Separately Managed Account programs are as follows:

- \$100,000 for equity strategies,
- \$250,000 for fixed income strategies,
- \$350,000 for Diversified Portfolios, and
- \$50,000 for Turnkey Asset Management Programs (TAMPs).

NOTE: Some money managers may have different minimums that must be met.

Morningstar, Envestnet, and FundQuest will have different minimum requirements depending upon the underlying account investments, as well as the custodial platform utilized.

Curian has an initial required investment of \$25,000. However, Curian may waive this requirement depending upon specific circumstances.

Forward has a minimum initial account requirement of \$50,000.

FTJ FundChoice does not have a minimum initial account requirement unless you choose to use a strategist to manage the account. If you choose to use a strategist the minimum initial requirement is \$5,000.

Fintegra, LLC through IARs provides portfolio management services to individuals, high net worth individuals, corporate pension and profit-sharing plans, Taft-Hartley plans, charitable institutions, foundations, endowments, trust programs, and other U.S. and international institutions.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio manager selection and evaluation is performed by each individual IAR. Please ask to see your IARs Investment Philosophy/Strategy document.

Fintegra, LLC does not have any IARs who act as a portfolio manager for a wrap fee program.

Item 7 – Client Information Provided to Portfolio Managers

Portfolio Managers that you have selected will either receive your specific information from the clearing platforms or the application/required forms that you completed for each program. The portfolio managers will receive this information initially and on-going.

Item 8 – Client Contact with Portfolio Managers

Clients may or may not have access to individual portfolio managers depending on the program/platform utilized and the money manager's accessibility to end clients. Please work with your IAR to determine if, when, and how you can gain access to the portfolio manager.

Item 9 – Additional Information

Disciplinary Information

Please refer to Item 9 – Disciplinary Information in Fintegra, LLC's Investment Advisory Brochure.

Other Financial Industry Activities and Affiliations

Please refer to Item 10 – Other Financial Industry Activities and Affiliations in Fintegra, LLC's Investment Advisory Brochure.

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

Please refer to Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading in Fintegra, LLC's Investment Advisory Brochure.

Review of Accounts

Please refer to Item 13 – Review of Accounts in Fintegra, LLC’s Investment Advisory Brochure.

Client Referrals and Other Compensation

Please refer to Item 14 – Client Referrals and Other Compensation in Fintegra, LLC’s Investment Advisory Brochure.

Financial Information

Please refer to Item 18 – Financial Information in Fintegra, LLC’s Investment Advisory Brochure.

Item 10 – Requirements for State Registered Advisers

This is not applicable for Fintegra, LLC.