



Lara, May & Associates

A FOCUS FINANCIAL PARTNER | INDEPENDENT WEALTH MANAGEMENT



Wrap Program Brochure

Firm Disclosure 1/16/2014

This brochure provides investors with information about Lara, May & Associates, LLC and the Lara, May & Associates, LLC (“LMA”) sponsored wrap Programs. If you have any questions about the contents of this brochure, please contact us as provided below. This information has not been approved or verified by any governmental authority. Additional information about Lara, May & Associates, LLC also is available on the SEC’s website at www.advisorinfo.sec.gov.

Program Sub-Advisors currently include:

Tactical Allocation Group, LLC

First Trust Advisors L.P.

Item 2 – Material Changes

This section lists material changes only since the last annual update of this brochure.

Last annual update: 2/2013

- LMA no longer uses Metropolitan Capital Strategies, LLC

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GENERAL DESCRIPTION OF THE LMA PROGRAM

Program Overview

Lara, May & Associates, LLC (“**LMA**”) is the sponsor for the fee-based program described in this wrap program brochure (the “**Program**”). Services provided to clients under this Program are investment advisory services, unless noted otherwise.

Under the Program, LMA contractually arranges with third-party sub-advisors (each, a “**Sub-Advisor**”) that LMA believes may be appropriate for its clients. The Sub-Advisors currently available to clients participating in the Program include: Tactical Allocation Group, LLC (“**TAG**”) and First Trust Advisors L.P. (“**First Trust**”). LMA may, in its sole discretion, include additional Sub-Advisors as part of the Program at any time.

LMA assists clients with the selection of one or more Sub-Advisors to manage the client’s account in the Program based on the client’s individual goals and investment objectives as presented by the client to LMA. The decision to participate in the Program and the selection of the Sub-Advisor(s) is made by, and is the responsibility of, the client. The client will execute an Advisory Agreement (as defined herein) with LMA, whereby the client will grant the Sub-Advisor(s) full discretionary power and authority to (i) buy, sell, trade, invest and reinvest in stocks, bonds, open and closed end funds, mutual funds, debentures, notes, subscription warrants, stock purchase warrants, exchange traded funds, alternative investments, evidences of indebtedness, shares in “money market” funds of investment companies registered under the Investment Company Act of 1940, as amended, short-term debt obligations (including, but not limited to, obligations of the U.S. Government, certificates of deposit and commercial paper), and any other securities, instruments or contracts relating to securities (collectively, “**Investments**”) in the client’s account without prior consultation with the client, provided that such Investments are in accordance with such Sub-Advisor’s described investment discipline and subject to any reasonable restrictions the client may place on its account; and (ii) act on the client’s behalf in all other matters necessary for or incidental to the handling of the client’s account.

The Sub-Advisor will make the final determination with respect to all transactions in the client’s account consistent with the client’s individual goals, investment objectives and reasonable restrictions. Apart from identifying Sub-Advisors that may be appropriate for the client, LMA does not provide any assistance or influence in any way regarding the final investment decisions which at all times remains with

the selected Sub-Advisor(s). LMA prefers to meet with clients at least on an annual basis to help clients understand performance, review personal and financial situations, and to make portfolio or other adjustments if requested by the client. LMA, at least quarterly, will ensure the client is notified in writing to contact their LMA Advisor if there have been any changes in the client's financial situation or investment objectives, or if the client wishes to impose any reasonable restrictions on the management of the client's account or reasonably modify existing restrictions, and provides the client with a means through which such contact may be made. LMA expects to be notified by the client in the interim should any changes occur in their financial or personal situation in order to determine if changes need to be made to an existing investment plan. LMA has no discretionary authority with respect to trading in the client's account in the Program. LMA shall have no responsibility to provide investment advice with respect to Investments made by the Sub-Advisors. LMA and Sub-Advisor personnel who are knowledgeable about your account will be reasonably available to you for consultation.

The terms and conditions for client participation in the Program are set forth in the Advisory Agreement and in this wrap fee brochure, which is presented to all prospective Program clients in accordance with the disclosure requirements of Schedule H to Form ADV (Uniform Application for Investment Adviser Registration). Together with the Advisory Agreement and this wrap fee brochure, all prospective Program clients are also provided with a copy of LMA's and the applicable Sub-Advisor's Disclosure Statements as set forth on Part 2A Brochure, and the LMA advisor representative's 2B Supplement which should be read in conjunction with the Advisory Agreement and this wrap fee brochure, prior to participation in this Program.

WHAT YOU NEED TO KNOW ABOUT THE LMA PROGRAM

Purpose of the Program	The Program generally enables investors to pursue their financial objectives through the active discretionary trading by Sub-Advisors via their purchase, sale and trading of Investments for one Program fee.
Minimum Account Size	LMA requires an account minimum for participation in the Program in accordance with Program guidelines. TAG's account minimum currently is \$50,000. First Trust's Account minimum is \$200,000. LMA, in its sole discretion, may determine the account minimum based upon certain criteria including, among others, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts and account composition.

Brokerage and Custody

RBC Correspondent Services, a division of RBC Capital Markets Corporation (Member NYSE/FINRA/SIPC) (collectively, “RBC”), maintains custody of the client’s funds and securities, not LMA.

By participating in the Program, each client instructs the Sub-Advisors to direct all orders for the purchase and sale of Investments for the client’s account to LMA, a fully disclosed introducing broker-dealer (Member FINRA/SIPC), as introducing broker for the client’s account. In connection with its clearing arrangement with RBC, LMA receives a rebate from RBC on certain money market fund balances held by RBC for LMA’s clients, including its Program clients.

(Note: Directed Brokerage section is not applicable to accounts utilizing First Trust Advisors) By directing brokerage to LMA and RBC, clients may not necessarily receive best execution on each transaction. As a result of directing brokerage transactions to LMA and RBC, clients may pay higher brokerage fees or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for their accounts than would otherwise be the case if the Sub-Advisors had the discretion to place orders for the purchase and sale of Investments for client accounts through other broker-dealers. Furthermore, the Sub-Advisors may execute trades for the same securities for their other clients through other broker-dealers ahead of a Program client’s trades. By executing non-directed trades ahead of a Program client’s directed trades, such Program client may receive inferior executions to the Sub-Advisors’ other clients including, but not limited to, less favorable prices due to, among other things, market movements.

In addition, at times the Sub-Advisors may aggregate trades (“**Block Trades**”) of their other clients through other broker-dealers for the same securities as being traded by the Sub-Advisors through LMA for a Program client. Block Trades may obtain more favorable prices and brokerage charges than transactions excluded from the Block Trades.

The Program fee includes compensation for brokerage services provided by LMA and custodial, clearing, settlement and execution services (including brokerage commissions) provided by RBC. The Program fee does not cover, and clients may be additionally responsible and charged for, among other things, account servicing fees such as wire transfers, overnight shipping or IRA minimum account charges. See below, “*Additional Charges.*”

Suitability and Investment Strategy

Prior to opening an account, the client will provide LMA with financial and personal information, including investment objectives, risk tolerance and investment time horizon, as well as any reasonable restrictions that the client wishes to impose upon the management of the portfolio. Based on the information provided by the client, the client in consultation with LMA will (i) identify an appropriate investment strategy for the client's account in the Program; and (ii) will assist clients with selecting a Sub-advisor(s) that is suitable for the client. Thereafter, it remains the client's responsibility to advise LMA and/or the Sub-Advisor(s) of any changes to the client's financial situation or objectives that may impact the prior determined investment strategy.

Licensing and Registration

LMA is dually registered as an investment adviser and an independent broker-dealer (Member FINRA/SIPC) with the U.S. Securities and Exchange Commission ("**SEC**"). Participating Sub-Advisors are registered and/or notice-filed with the appropriate federal and/or state securities authorities.

Opening an Account

Once suitability for the client is established, the client opens an account by (i) signing the LMA Advisory Agreement (the "**Advisory Agreement**"), (ii) signing a customer agreement with RBC (and any other agreement(s) and form(s) ordinarily required by RBC to open a custodial account), and (iii) signing any agreement(s) and form(s) ordinarily required by the Sub-Advisor(s).

Transactions, Confirmations and Account Statements

RBC will provide the client with the following reports of relevant activity in the account: (i) trade confirmations reflecting all transactions effected with or through RBC (other than cash sweep transactions) and (ii) account statements not less than quarterly itemizing all transactions in cash and securities and all deposits and withdrawals of principal and income and listing securities in custody held in the account (monthly statements may not be generated if there is no activity in the account during the month).

Performance Reports

For client accounts managed by certain Sub-Advisors, clients may receive portfolio performance review reports on a monthly and/or quarterly basis.

Proxies

LMA shall not vote proxies on behalf of any client account. All proxy solicitation materials will be forwarded by the custodian to either the client, or the sub-advisor to vote, if authority has been granted by the client. Voting must be in accordance with current regulations. In addition, LMA will not provide advice or take action regarding legal proceedings, including securities class

actions and bankruptcies, relating to any Investments held or previously held in a client's account, except to the extent required by applicable law.

Program Fees

The Program fee may be negotiated between LMA and the client and is set forth in the Advisory Agreement. The Program fee generally ranges from an annual rate of 1% to 3% of total account assets under management and is calculated and charged on a quarterly basis in advance. As compensation for the services rendered to the client under the Program, LMA, RBC and the Sub-Advisor(s) will receive a portion of the Program fee paid by the client. LMA, in its sole discretion, may charge some clients higher or lower fees depending on considerations such as the size of the client's account, the amount of time that the client has had an account or accounts with LMA and/or the Sub-Advisor, the total amount of business that the client conducts through LMA and/or the Sub-Advisor, the types of Investments and services provided, anticipated future earning capacity, anticipated future additional assets and other relevant criteria.

Fee Refund and Payment

Upon termination of a client account, the client will be entitled to a *pro rata* refund of any prepaid quarterly Program fee based upon the number of days remaining in the quarter after the termination date.

Fee Comparison

Under the Program, a client receives both investment advisory services and the execution, clearing and settlement of securities brokerage transactions for a single specified fee. A client's participation in the Program may cost the client more or less than purchasing such services separately. In addition, the Program fee may be higher or lower than that charged by sponsors of other comparable wrap fee programs.

Account Deductions

Program fees will be automatically deducted from the client's account. Fee deductions will be funded from available cash or the proceeds of the sale of Investments in the client's account. LMA will receive its portion of the Program fee paid by the client in accordance with the Advisory Agreement.

Additional Charges

The client may be responsible for paying certain charges in addition to the Program fees. Such charges include, but are not limited to: (i) commissions, mark-ups, spreads and other transactional charges on securities transactions effected through or with brokers and dealers other than RBC; (ii) interest on debit account balances, where applicable; (iii) the entire public offering price (including underwriting commissions or discounts) on securities purchased from an underwriter or dealer (including

RBC) involved in a distribution of securities; (iv) bid-ask spreads, odd-lot differentials, exchange fees, transfer taxes and other fees required by law; (v) RBC Investment Access® Account fees, where applicable; (vi) Individual Retirement Account fees, qualified retirement plan account fees and other account maintenance fees; (vii) redemption fees imposed by certain mutual funds (see applicable fund prospectus for details); (viii) RBC's usual and customary transaction charges on the liquidation of assets not eligible for the Program; (ix) any contingent deferred sales charge assessed on the sale or liquidation of mutual fund shares, where applicable; (x) check reordering costs and fees, where applicable; (xi) management and other fees on open-end and closed-end mutual funds and UITs; (xii) margin interest; (xiii) short-term trading charges for purchases and corresponding redemptions of certain mutual fund shares (see applicable fund prospectus for details) made within short periods of time; (xiv) safe-keeping fees for physical securities; (xv) RBC bank deposit program fees; (xvi) charges for overnight shipping; and (xvii) any other fees on securities transactions mandated by law.

Termination

The client's participation in the Program may be terminated by either the client or LMA upon ten (10) business days' advance written notice to the other for any reason in accordance with the terms and conditions of the Advisory Agreement entered into between LMA and the client.

Assignment

Neither LMA nor the client may assign the Advisory Agreement (within the meaning of the Investment Advisers Act of 1940, as amended) without the other's consent. In addition, LMA will not consent to the assignment of any sub-advisory agreement between LMA and the applicable Sub-Advisor named therein without the client's consent.

About LMA

LMA is registered as an investment adviser and an independent broker-dealer (Member FINRA/SIPC) with the SEC. LMA's headquarters is located at 7600 Leesburg Pike, Suite 120, East Falls Church, Virginia 22043. LMA provides wealth management and investment advisory services to its clients using financial planning analysis of clients' financial situations. Please refer to the Form ADV 2B Supplements for an individual's educational and business backgrounds.

Sub-Advisor Selection

Under the Program, the client's account is managed solely by a participating Sub-Advisor (or Sub-Advisors) selected by the client. Sub-Advisors participating in the Program are reviewed by LMA. LMA's review is limited generally to the Sub-Advisor

**Account Performance
Review**

meeting certain minimum registration requirements and providing LMA with documentation to evidence same. LMA assists clients with the selection of a Sub-Advisor to manage the client's account in the Program based on the client's individual goals and investment objectives as presented by the client to LMA. LMA specifically does not make any representations as to any Sub-Advisor's abilities, experience or character. Not every Sub-Advisor will be suitable for each client. As such, each client should take special care in such client's selection of a Sub-Advisor. Account performance is reviewed on an ongoing basis by the Advisors on the account. All Program clients are encouraged to discuss with their Advisor their investment objectives, needs and goals and to keep them informed of any changes. All Program clients are encouraged to meet, at least annually, with LMA to comprehensively review investment objectives and account performance.

Referral Fees

LMA may pay a referral fee only to solicitors with whom LMA has an existing referral contract in place and in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the Program fee, and shall not result in any additional charge to the client. If the client is introduced to LMA by an unaffiliated or affiliated solicitor, such solicitor shall provide the client with a copy of LMA's Form ADV Part 2A Brochure and a copy of the disclosure statement between LMA and such solicitor containing the terms and conditions of the solicitation arrangement, including compensation.

Conflicts of Interest

LMA, together with its affiliated entities, and in its capacity as a securities broker-dealer and investment adviser, is routinely engaged in various securities transactions and trading activities for various clients and customers (in addition to the Program clients) which could create conflicts of interest among its duties to the Program clients and its duties to other clients.

LMA, its affiliates and each of their respective associated persons may purchase or sell securities for his, her or its own account that have been recommended to, or have been purchased or sold by, or on behalf of, clients in the Program. LMA, in accordance with applicable state and federal securities laws, rules and regulations, maintains and enforces written policies and procedures reasonably designed to: (1) prevent the misuse of material nonpublic information by LMA or any person associated with

LMA, and (2) monitor the personal securities transactions of its associated persons to prevent any potential material conflicts of interest between LMA, its affiliates, each of their respective associated persons, and any of LMA's clients.

LMA, its affiliates and each of their respective associated persons may give advice or take action in performing their duties on behalf of a client, or for their own account, that differs from advice given or action taken on behalf of other clients. Neither LMA, nor its affiliates, nor any of their respective associated persons is obligated to buy, sell or recommend for any client any investment that such person may buy, sell or recommend for any other client or for their own account.

In addition, as discussed above, a person may receive a referral fee for recommending the Program. The amount of that referral fee may be more than what the person would receive if the person recommended another wrap fee program or the referred person paid separately for investment advisory services, brokerage and other services, and, therefore, that person may have a financial incentive to recommend the Program over other programs or services.

Potential conflicts of interest may arise regarding the allocation of investment opportunities among clients advised by LMA. LMA will seek to allocate investment opportunities believed appropriate for more than one client on a fair and equitable basis. There can be no assurance that any particular investment opportunity will be allocated in any particular manner.

Risk of Loss

Client understands, acknowledges and agrees that no assurance has been or can be given to client that client will achieve his or her investment objectives by accepting or implementing in whole or in part any investment strategy and/or allocation or any specific recommendation by the Sub-Advisor(s) to purchase or sell any Security or other investment or participate in the Program.

Client has been informed, understands and acknowledges that unless stated otherwise in a supplemental disclosure document related to a specific investment or program, the investments in client's Program account are not insured by the Federal Deposit Insurance Corporation (FDIC), are not deposits with or the obligation of or guaranteed by RBC or any of its affiliates, are subject to investment risk, including possible loss of principal invested, and that past performance is no guarantee of future results.

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