

Disclosure Brochure

March 21, 2016



This brochure provides information about the qualifications and business practices of Leonard Rickey Investment Advisors, P.L.L.C. (hereinafter "LRIA" or the "Firm"). If you have any questions about the contents of this brochure, please contact Benjamin J. Rickey at (509) 972-3686. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about Leonard Rickey Investment Advisors, P.L.L.C. is available on the SEC's website at www.adviserinfo.sec.gov.

Leonard Rickey Investment Advisors, P.L.L.C. is an SEC registered investment adviser. Registration does not imply any level of skill or training.

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Item 2. Material Changes

This Item discusses only the material changes that have occurred since LRIA's last annual update on February 3, 2015. The Firm has amended Item 4 to reflect that following his retirement, Leonard Rickey is no longer an owner of the Firm.

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Firm Disclosure Brochure

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Item 4. Advisory Business

LRIA is a registered investment adviser that provides financial planning, consulting, and investment management services. Prior to engaging LRIA to provide any of the foregoing investment advisory services, the client is required to enter into one or more written agreements with LRIA setting forth the terms and conditions under which LRIA renders its services (collectively the “*Agreement*”).

LRIA (and its predecessor entities) have been in business since July 27, 1992. Benjamin Rickey and Joy Stenehjem are the principal owners of LRIA. As of December 31, 2015, LRIA has \$329,000,000 in assets under management, of which \$323,000,000 were managed on a discretionary basis and \$6,000,000 were managed on a non-discretionary basis.

This Disclosure Brochure describes the business of LRIA. Certain sections will also describe the activities of *Supervised Persons*. *Supervised Persons* are any of LRIA’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on LRIA’s behalf and is subject to LRIA’s supervision or control.

Financial Planning Services

LRIA may provide its clients with a broad range of comprehensive financial planning services. These services include retirement, investment, insurance, estate, tax, and education planning.

In performing its services, LRIA is not required to verify any information received from the client or from the client’s other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. LRIA may recommend the services of itself, its *Supervised Persons* in their individual capacities as registered representatives of a broker-dealer, and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if LRIA recommends its own services. Clients are under no obligation to act upon any of the recommendations made by LRIA under a financial planning engagement or to engage the services of any such recommended professional, including LRIA itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of LRIA’s recommendations. Clients are advised that it remains their responsibility to promptly notify LRIA if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising LRIA’s previous recommendations and/or services.

Investment Management Services

Clients can engage LRIA to manage all or a portion of their assets on a discretionary basis.

LRIA primarily allocates clients’ investment management assets among mutual funds, exchange-traded funds (“ETFs”), and individual debt and equity securities. In more limited circumstances, the Firm may

allocate clients' investment management assets to independent investment managers ("*Independent Managers*"). LRIA may also provide advice about any type of investment held in clients' portfolios.

LRIA also may render investment management services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, and/or 529 plans or other products that may not be held by the client's primary custodian. In so doing, LRIA either directs or recommends the allocation of client assets among the various investment options that are available with the product. Client assets are maintained at the specific insurance company or custodian.

LRIA tailors its advisory services to the individual needs of clients. LRIA consults with clients initially and on an ongoing basis to determine risk tolerance, time horizon and other factors that may impact the clients' investment needs. LRIA ensures that clients' investments are suitable for their investment needs, goals, objectives and risk tolerance.

Clients are advised to promptly notify LRIA if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon LRIA's management services. Clients may impose reasonable restrictions or mandates on the management of their account (e.g., require that a portion of their assets be invested in socially responsible funds) if, in LRIA's sole discretion, the conditions will not materially impact the performance of a portfolio strategy or prove overly burdensome to its management efforts.

Use of Independent Managers

As mentioned above, in limited circumstances, LRIA may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among *Independent Managers*, based upon the stated investment objectives of the client. The terms and conditions under which the client engages the *Independent Managers* are set forth in a separate written agreement between LRIA or the client and the designated *Independent Managers*. LRIA renders services to the client relative to the discretionary and/or non-discretionary selection or recommendation of *Independent Managers*. LRIA also monitors and reviews the account performance and the client's investment objectives. LRIA receives an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Managers*.

When recommending or selecting an *Independent Manager* for a client, LRIA reviews information about the *Independent Manager* such as its disclosure brochure and/or material supplied by the *Independent Manager* or independent third parties for a description of the *Independent Manager's* investment strategies, past performance and risk results to the extent available. Factors that LRIA considers in recommending an *Independent Manager* include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Managers*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, may be exclusive of, and in

addition to, LRIA's investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by LRIA, the designated *Independent Managers*, and corresponding broker-dealer and custodian.

In addition to LRIA's written disclosure brochure, the client also receives the written disclosure brochure of the designated *Independent Managers*. Certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than LRIA. In such instances, LRIA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

Sponsor / Manager of Wrap Program.

LRIA is the sponsor and manager of the Leonard Rickey Investment Advisors Wrap Fee Program (the "*Program*"). In the event the client participates in the *Program*, LRIA provides its investment management services and arranges for brokerage transactions under a single annualized fee. Participants in the *Program* may pay a higher aggregate fee than if investment management and brokerage services are purchased separately. A complete description of the *Program's* terms and conditions (including fees) are contained in the *Program's* wrap fee brochure.

Item 5. Fees and Compensation

LRIA offers its services on a fee basis, which may include hourly and/or fixed fees, as well as fees based upon assets under management. Additionally, certain of LRIA's *Supervised Persons*, in their individual capacities, may offer securities brokerage services and insurance products under a commission arrangement.

Financial Planning Fees

LRIA may charge a fixed fee and/or hourly fee for financial planning services. These fees are negotiable, but generally range from \$250 to \$2,000 on a fixed fee basis or from \$50 to \$150 on an hourly rate basis, depending upon the level and scope of the services and the professional rendering the services. If the client engages LRIA for additional investment advisory services, LRIA may offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services.

Prior to engaging LRIA to provide financial planning services, the client is required to enter into a written agreement with LRIA setting forth the terms and conditions of the engagement. Generally, LRIA requires one-half of the financial planning (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services.

Investment Management Fee

LRIA provides investment management services for an annual fee based upon a percentage of the market value of the assets being managed by LRIA. LRIA's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which are incurred by the client. LRIA does not, however, receive any portion of these commissions, fees, and costs. LRIA's annual fee is prorated and charged quarterly, in advance, based upon the market value of the assets being managed by LRIA on the last day of the previous quarter. The annual fee varies between 0.50% and 1.50% depending upon the market value of the assets under management and the services provided.

For certain legacy clients, the fee may be based upon a different fee rate. LRIA, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, *pro bono* activities, etc.).

Fees Charged by Financial Institutions

As further discussed in response to Item 12 (below), LRIA generally recommends that clients utilize the brokerage and clearing services of an independent broker-dealer for investment management accounts.

LRIA may only implement its investment management recommendations after the client has arranged for and furnished LRIA with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions include, but are not limited to any broker-dealers recommended by LRIA, broker-dealers directed by the client, trust companies, banks etc. (collectively referred to herein as the "*Financial Institutions*").

Clients may incur certain charges imposed by the *Financial Institutions* and other third parties such as fees charged by *Independent Managers*, custodial fees, charges imposed directly by a mutual fund or ETF in the account, which are disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to LRIA's fee.

Fee Debit

LRIA's *Agreement* and the separate agreement with any *Financial Institutions* authorize LRIA or *Independent Managers* to debit the client's account for the amount of LRIA's fee and to directly remit that management fee to LRIA or the *Independent Managers*. Any *Financial Institutions* recommended by LRIA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to LRIA.

Fees for Management During Partial Quarters of Service

For the initial period of investment management services, the fees are calculated on a *pro rata* basis.

The *Agreement* between LRIA and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. LRIA's fees are prorated through the date of termination and any remaining balance is charged or refunded to the client, as appropriate.

Clients may make additions to and withdrawals from their account at any time, subject to LRIA's right to terminate an account. Additions may be in cash or securities provided that LRIA reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets on notice to LRIA, subject to the usual and customary securities settlement procedures. However, LRIA designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. LRIA may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter.

Commissions or Sales Charges for Recommendations of Securities

Clients can engage certain persons associated with LRIA (but not LRIA) to render securities brokerage services under a commission arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with LRIA. Under this arrangement, clients may implement securities transactions through certain of LRIA's *Supervised Persons* in their respective individual capacities as registered representatives of LPL Financial LLC ("*LPL Financial*"), an SEC registered broker-dealer and member of FINRA. *LPL Financial* may charge brokerage commissions to effect these securities transactions and thereafter, a portion of these commissions may be paid by *LPL Financial* to such *Supervised Persons*. Prior to effecting any transactions clients are required to enter into a new account agreement with *LPL Financial*. The brokerage commissions charged by *LPL Financial* may be higher or lower than those charged by other broker-dealers. In addition, certain of LRIA's *Supervised Persons* may also receive ongoing 12b-1 fees for mutual fund purchases from the mutual fund company during the period that the client maintains the mutual fund investment.

A conflict of interest exists to the extent that LRIA recommends the purchase of securities where LRIA's *Supervised Persons* receive commissions or other additional compensation as a result of LRIA's recommendations. LRIA has procedures in place to ensure that any recommendations made by such *Supervised Persons* are in the best interest of clients.

Item 6. Performance-Based Fees and Side-by-Side Management

LRIA does not provide any services for performance-based fees. Performance-based fees are those based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7. Types of Clients

LRIA provides its services to individuals, trusts, estates, charitable organizations, corporations and business entities.

Minimum Fee

All accounts are subject to a minimum annual fee of \$1,200. This minimum fee may have the effect of making LRIA's service impractical for clients. LRIA, in its sole discretion, may waive its minimum annual fee based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, and *pro bono* activities.

Additionally, certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than LRIA. In such instances, LRIA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

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

Methods of Analysis

LRIA's primary methods of analysis are fundamental, technical and cyclical analysis.

Fundamental analysis involves the fundamental financial condition and competitive position of a company. LRIA will analyze the financial condition, capabilities of management, earnings, new products and services, as well as the company's markets and position amongst its competitors in order to determine the recommendations made to clients. The primary risk in using fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical

trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that LRIA will be able to accurately predict such a reoccurrence.

Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that LRIA is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Investment Strategies

LRIA investment strategies focus on the use of diversification in an effort to optimize the risk and potential return of a portfolio. More specifically, multiple asset classes, investment styles, market capitalizations, sectors and regions are utilized to provide diversification.

There are three primary strategies employed by the Firm and detailed below: Asset Allocation Strategy, Stock Strategy and Technical Strategy. Based on a client's needs, though, LRIA may develop other model portfolios.

Asset Allocation Strategy

The Asset Allocation Strategy seeks to promote capital appreciation by seeking an appropriate balance of return potential and risk control. The portfolio is subject to minimal constraints and in general, the Asset Allocation Strategy portfolio is primarily made up of actively managed mutual funds and ETFs. The majority of the portfolio is long term focused and rebalanced at least annually. A portion of the portfolio may be set aside to be tactically managed based upon the methods of analysis above. Tactical management is designed to take advantage of short-, mid-, and long-term opportunities the markets present or to manage risk in the portfolio.

Stock Strategy

The Stock Strategy is a quantitatively managed portfolio of individual equities. The selections are diversified across a range of industries. Each security is quantitatively ranked on a daily basis and is based upon multiple variables (may or may not include earnings growth, dividends and earnings surprises). If rankings fall outside of a threshold the security is sold and a higher ranked security is purchased. The strategy remains invested at all times.

Technical Strategy

The Technical Strategy is a defensive strategy with an offensive component. It is a momentum based strategy intended to capture growth when the market is rising and protect capital when the market is falling. A strict buy and sell discipline combined with qualitative and quantitative strategies are used to achieve the objective. The qualitative strategy is the fundamental analysis used to filter all the available

investments down to the ones desired in the portfolio. The quantitative strategy is a computer model used to determine entry and exit points.

Risks of Loss

General Risk of Loss

Investing in securities involves the risk of loss. Clients should be prepared to bear such loss.

Market Risks

The profitability of a significant portion of LRIA's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that LRIA will be able to predict those price movements accurately.

Mutual Funds and ETFs

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed-based ETFs and more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 50,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Management Through Similarly Managed Accounts

LRIA may manage portfolios by allocating portfolio assets among various securities on a discretionary basis using one or more of its proprietary investment strategies (collectively referred to as “*investment strategy*”). In so doing, LRIA buys, sells, exchanges and/or transfers securities based upon the *investment strategy*.

LRIA's management using the *investment strategy* complies with the requirements of Rule 3a-4 of the Investment Company Act of 1940, as amended. Rule 3a-4 provides similarly managed accounts, such as the *investment strategy*, with a safe harbor from the definition of an investment company.

Securities in the *investment strategy* are usually exchanged and/or transferred without regard to a client's individual tax ramifications. Certain investment opportunities that become available to LRIA's clients may be limited. As further discussed below, LRIA allocates investment opportunities among its clients on a fair and equitable basis.

Use of Independent Managers

LRIA may recommend the use of *Independent Managers* for certain clients. LRIA will continue to do ongoing due diligence of such managers, but such recommendations rely, to a great extent, on the *Independent Managers* ability to successfully implement their investment strategy. In addition, LRIA does not have the ability to supervise the *Independent Managers* on a day-to-day basis other than as previously described in response to Item 4, above.

Item 9. Disciplinary Information

LRIA is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. LRIA does not have any required disclosures to this Item.

Item 10. Other Financial Industry Activities and Affiliations

LRIA is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. LRIA has described such relationships and arrangements below.

Registered Representatives of Broker Dealer

Certain of the Firm's *Supervised Persons* are registered representatives of *LPL Financial* and may provide clients with securities brokerage services under a separate commission-based arrangement. This arrangement is described at length in Item 5.

Licensed Insurance Agents

Additionally, certain of LRIA's *Supervised Persons*, in their individual capacities, are licensed insurance agents with various insurance companies, and in such capacity, may recommend, on a fully-disclosed basis, the purchase of certain insurance products. A conflict of interest exists to the extent that LRIA or its *Supervised Persons* recommend the purchase of insurance products where LRIA or its *Supervised Persons* receive insurance commissions or other additional compensation.

Item 11. Code of Ethics

LRIA and persons associated with LRIA ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with LRIA's policies and procedures.

LRIA has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("*Code of Ethics*"). LRIA's *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by LRIA or any of its associated persons. The *Code of Ethics* also requires that certain of LRIA's personnel (called "*Access Persons*") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

When LRIA is engaging in or considering a transaction in any security on behalf of a client, no *Access Person* may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the *Access Person*) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the *Access Person* is completed as part of a batch trade (as defined below in Item 12) with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

This *Code of Ethics* has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by *Access Persons* to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated above.

Clients and prospective clients may contact LRIA to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

LRIA generally recommends that clients utilize the brokerage and clearing services of *LPL Financial* or TD AMERITRADE ("TD Ameritrade") for investment management accounts.

Factors which LRIA considers in recommending *LPL Financial*, TD Ameritrade or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *LPL Financial* or TD Ameritrade enable LRIA to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *LPL Financial* or TD Ameritrade may be higher or lower than those charged by other *Financial Institutions*.

The commissions paid by LRIA's clients comply with LRIA's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where LRIA determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. LRIA seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

LRIA periodically and systematically reviews its policies and procedures regarding its recommendation of *Financial Institutions* in light of its duty to obtain best execution.

The client may direct LRIA in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and LRIA will not seek better execution services or prices from other *Financial Institutions* or be able to "batch" client transactions for execution through other *Financial Institutions* with orders for other accounts managed by LRIA (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, LRIA may decline a client's request to direct brokerage if, in LRIA's sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Transactions for each client generally will be effected independently, unless LRIA decides to purchase or sell the same securities for several clients at approximately the same time. LRIA may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among LRIA's clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among LRIA's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent

that LRIA determines to aggregate client orders for the purchase or sale of securities, including securities in which LRIA's *Supervised Persons* may invest, LRIA generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. LRIA does not receive any additional compensation or remuneration as a result of the aggregation. In the event that LRIA determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, LRIA may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist LRIA in its investment decision-making process. Such research generally will be used to service all of LRIA's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because LRIA does not have to produce or pay for the products or services.

Commissions or Sales Charges for Recommendations of Securities

As discussed above, certain *Supervised Persons* in their respective individual capacities, are registered representatives of *LPL Financial*. These *Supervised Persons* are subject to FINRA Rule 3040 which restricts registered representatives from conducting securities transactions away from their broker-dealer unless *LPL Financial* provides written consent. Therefore, clients are advised that certain *Supervised Persons* may be restricted to conducting securities transactions through *LPL Financial* unless they first secure written consent from *LPL Financial* to execute securities transactions through a different broker-dealer. Absent such written consent or separation from *LPL Financial*, these *Supervised Persons* are prohibited from executing securities transactions through any broker-dealer other than *LPL Financial* under *LPL Financial's* internal supervisory policies. LRIA is cognizant of its duty to obtain best execution and has implemented policies and procedures reasonably designed in such pursuit.

Software and Support Provided by Financial Institutions

LRIA may receive from *LPL Financial* or TD Ameritrade, without cost to LRIA, computer software and related systems support, which allow LRIA to better monitor client accounts maintained at *LPL Financial* or TD Ameritrade. In addition, LRIA may receive travel, meals, entertainment, and admission to educational or due diligence programs. LRIA may receive the software and related support without cost because LRIA renders investment management services to clients that maintain assets at *LPL Financial* or TD Ameritrade. The software and support is not provided in connection with securities transactions of clients (i.e. not “soft dollars”). The software and related systems support may benefit LRIA, but not its clients directly. In fulfilling its duties to its clients, LRIA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that LRIA’s receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence LRIA’s choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services

Item 13. Review of Accounts

Account Reviews

For those clients to whom LRIA provides investment management services, LRIA monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom LRIA provides financial planning and/or consulting services, reviews are conducted on an “as needed” basis. Such reviews are conducted by one of LRIA’s investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with LRIA and to keep LRIA informed of any changes thereto. LRIA contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives.

Account Statements and Reports

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom LRIA provides investment advisory services may also receive a report from LRIA that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance as clients may request from time to time. Clients should compare the account statements they receive from their custodian with those they receive from LRIA.

Those clients to whom LRIA provides financial planning services will receive reports from LRIA summarizing its analysis and conclusions as requested by the client or as otherwise agreed to in writing by LRIA.

Item 14. Client Referrals and Other Compensation

Client Referrals

LRIA does not currently provide compensation to third-party solicitors for client referrals.

Other Economic Benefit

In addition, LRIA is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. LRIA may receive economic benefits from non-clients for providing advice or other advisory services to clients. This type of relationship poses a conflict of interest and any such relationship is disclosed in response to Item 12, above.

Item 15. Custody

LRIA's *Agreement* and/or the separate agreement with any *Financial Institution* may authorize LRIA through such *Financial Institution* to debit the client's account for the amount of LRIA's fee and to directly remit that management fee to LRIA in accordance with applicable custody rules.

The *Financial Institutions* recommended by LRIA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to LRIA. In addition, as discussed in Item 13, LRIA may also send periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the *Financial Institutions* and compare them to those received from LRIA.

Item 16. Investment Discretion

LRIA is given the authority to exercise discretion on behalf of clients. LRIA is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. LRIA is given this authority through a power-of-attorney included in the *Agreement* between LRIA and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). LRIA takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The *Independent Managers* to be hired or fired.

Item 17. Voting Client Securities

LRIA is required to disclose if it accepts authority to vote client securities. LRIA does not vote client securities on behalf of its clients. Clients receive proxies directly from the *Financial Institutions*.

Item 18. Financial Information

LRIA does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. In addition, LRIA is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. LRIA has no disclosures pursuant to this Item.



Prepared by:



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