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Form ADV Part 2A Brochure

Affiance Financial, LLC ("Affiance Financial") is an investment adviser registered with the Minnesota Department of Commerce. An "investment adviser" means any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities. Registration with the United States Securities and Exchange Commission ("SEC") or any state securities authority does not imply a certain level of skill or training.

This brochure provides information about the qualifications and business practices of Affiance Financial. If you have any questions about the contents of this Brochure, please contact us at (952) 544-9818 or affiancemail@affiancefinancial.com. The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

Additional information about Affiance Financial is available on the SEC's website at www.adviserinfo.sec.gov.

Material Changes – Item 2

On May 25, 2017 we submitted the following updating amendment:

1. This ADV Part 2A was updated to disclose that certain Affiance Financial representatives are registered representatives, insurance agents, and/or investment adviser representatives with Private Client Services (“PCS”). Formerly, these individuals were registered with Cetera Advisor Networks, LLC.
2. **Item 4:** Advisory Business was updated to disclose the limitations of financial planning, non-investment consulting, non-discretionary services, and conflicts of interest with respect to retirement rollovers. Investment risk, client obligations, and the use of mutual funds was also disclosed. Lastly, we disclosed in Item 4 that TD Ameritrade is the recommended broker-dealer/custodian for investment management assets.
3. **Item 7:** Types of Clients and specifically account minimums was replaced with a new disclosure.
4. **Item 10:** Other Industry Activities or Affiliations was updated to disclose that Affiance Financial representatives in their separate individual capacities as representatives of PCS and/or as insurance agents, presents a conflict of interest.
5. **Item 12:** Brokerage Practices was replaced with a new disclosure.
6. **Item 13:** Review of Accounts was updated to remove Matt Berhow as an authorized reviewer.
7. **Item 14:** Client Referrals and Other Compensation was updated to disclose economic benefits provided by TD Ameritrade in 2017.
8. **Item 15:** Custody was replaced with a new disclosure.

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Advisory Business – Item 4

In this Item 4, we provide information about our firm and our owners and an overview of services that we offer. This includes a general description of how we can tailor our services to a client's individual needs. See Item 5 for information regarding fees.

Our Firm

Affiance Financial, LLC ("Affiance Financial"), a Minnesota limited liability company, is a registered investment adviser based in St. Louis Park, Minnesota. Affiance Financial has been in business since December 27, 2000. Steven M. Lear, Andrew B. Fishman and Seth A. Meisler are the current owners of Affiance Financial.

Our Services

Affiance Financial provides two general classes of services, Financial Planning and Investment Advisory Services. We offer additional services, which can be used to complement our basic services. In consultation with our client, we can customize our basic and additional services to meet our clients' individual and family needs. Our investment advisory services are rendered by our employees and officers who are registered investment adviser representatives. We refer to them, individually as our "Associated Person" and collectively as our "Associated Persons".

Financial Planning Services

Affiance Financial offers broad-based financial planning services to its clients through our financial planning program, The Affiance Advantage. We customize our financial planning services based on client needs and circumstances. For a given client this process may include, but is not limited to, some or all of the following:

- Initial Client Engagement
- Cash Flow Planning
- Insurance and Risk Management Planning
- Employee Benefits Planning
- Investment Planning
- Tax Planning
- Retirement Planning
- College and Special Occasion Planning
- Estate and Legacy Planning

As an extension of the financial planning process we typically meet with clients at pre-determined intervals, typically: monthly, quarterly, semi-annually, or annually (or upon request of client) to help clients monitor and assess their ongoing needs and goals and adapt their strategies in response. Our typical review meetings may include all or some of the following:

Complementary Services

Affiance Financial offers a wide range of complementary services. Complementary services include, but are not limited to the following:

- Planning During or After a Divorce
- Creating a Budget
- Planning for Distributions
- Assistance with Goal Planning
- Analyzing Insurance Plans
- Reviewing/Updating Legacy Plans
- Establishing/Revising Business Plans

- Negotiating Employment Contracts
- Negotiating Buy/Sell Agreements
- Providing Education, Strategy and Advice for Children
- Planning/Facilitating Family Meetings
- Conducting Educational Workshops
- Discussing Current Economic Conditions and Forecasts

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services

Affiance Financial **does not** serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, we **do not** prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including certain Affiance Financial representatives, in their separate individual capacities as representatives of Private Client Services (“PCS”), an SEC registered and FINRA member broker-dealer, and as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Affiance Financial and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note - Conflict of Interest:** The recommendation by Affiance Financial that a client purchase a securities or insurance commission product from Affiance Financial’s representatives in their separate individual capacities as representatives of PCS and/or as an insurance agents, presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client’s need. No client is under any obligation to purchase any securities or insurance commission product from Affiance Financial’s representatives. Clients are reminded that they may purchase securities and insurance products recommended by Affiance Financial through other, non-affiliated broker-dealers and/or insurance agencies. **Affiance Financial’s Chief Compliance Officer, Eric Unger, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

Investment Advisory Services

Our firm offers discretionary and non-discretionary investment advisory services to our clients. Discretionary investment management means we will make investment decisions and place buy or sell orders in your account without contacting you. These decisions would be made based upon your stated investment objectives. Non-discretionary investment management service means that we must obtain your approval prior to placing any transactions in your account.

As of December 31, 2016, Affiance Financial manages client assets in the amount of \$439,704,232 on a discretionary basis and \$54,051,462 on a non-discretionary basis.

Non-Discretionary Service Limitations

Clients that engage Affiance Financial on a non-discretionary investment advisory basis **must be willing to accept** that Affiance Financial cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event that Affiance Financial would like to make a transaction for a client's account (including in the event of an individual holding or general market correction), and the client is unavailable, Affiance Financial will be unable to effect the account transaction(s) **without first obtaining the client’s consent.**

Our investment advice is tailored to meet our clients' investment objectives. If you decide to hire our firm to manage your portfolio, we will meet with you to gather your financial information, determine your goals, and decide how much risk to take with your investments. The information we gather will help us implement an asset allocation strategy that will be specific to your goals, whether we are actively investing for you or simply providing you with advice. Clients may impose restrictions on investing in certain securities or types of securities.

TD Ameritrade

As discussed below at Item 12, unless the client directs otherwise, Affiance Financial shall generally recommend that TD Ameritrade serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as TD Ameritrade charge brokerage commissions and/or transaction fees for effecting securities transactions. In addition to Affiance Financial's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). Affiance Financial mainly uses mutual funds and exchange traded funds in its investment management program.

Note – Use of Mutual Funds

Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by Affiance Financial independent of engaging Affiance Financial as an investment advisor. However, if a prospective client determines to do so, they will not receive Affiance Financial's initial and ongoing investment advisory services. **Separate Fees:** All mutual funds (and exchange traded funds) impose fees at the fund level (e.g. management fees and other fund expenses). All mutual fund fees are separate from, and in addition to, Affiance Financial's investment management fee as described at Item 5 below.

Client Obligation

Client accounts are continuously monitored and formally reviewed at least annually by the planner assigned to the client. The review process will include: comparing the current asset allocation to the recommended asset allocation and evaluating the need for rebalancing, manager replacement or tax efficient management. Additional account reviews may occur due to any of the following circumstances: a more frequent review and monitoring engagement with the client, a specific client request, deposit or withdrawal of client funds, or a change in the client's stated goals or objectives.

In performing our services, Affiance Financial shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify Affiance Financial if there is ever any change in their financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services. We recommend that you review the statement(s) you receive from the qualified custodian.

Retirement Rollovers – Potential for Conflict of Interest

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options):

1. Leave the money in the former employer's plan, if permitted,
2. Roll over the assets to the new employer's plan, if one is available and rollovers are permitted,
3. Roll over to an Individual Retirement Account ("IRA"), or
4. Cash out the account value (which could, depending upon the client's age, result in adverse tax consequences).

If Affiance Financial recommends that a client roll over their retirement plan assets into an account to

be managed by Affiance Financial, such a recommendation creates a **conflict of interest** if Affiance Financial will earn an advisory fee on the rolled over assets. **No client is under any obligation to rollover retirement plan assets to an account managed by Affiance Financial. Affiance Financial's Chief Compliance Officer, Eric Unger, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Affiance Financial) will be profitable or equal any specific performance level(s).

Fees and Compensation – Item 5

In this Item 5, we provide general information about how we charge for the services that Affiance Financial offers. The form, timing and amount of our compensation are determined by the type and amount of services we provide to our clients. We enter into written agreements with our clients prior to performing any services. Our basic fee system is explained below.

Fee Structure

Initial Client Engagements may be subject to a one-time fee ranging from \$500 to \$15,000, based on time and complexity. The initial fee provides compensation to Affiance Financial for time and resources necessary to provide the following initial services:

- Meeting(s)
- Meeting notes
- Goal setting
- Education
- Data organization and data entry
- Financial reports
- Enhancing the following skills
 - Problem solving
 - Communication style
 - Decision making

The fee for Initial Client Engagements is payable upon signing a Financial Planning Agreement. Affiance Financial also charges fixed fees for Financial Planning and Complementary Services. Fixed fees, excluding those for Initial Client Engagements, are payable upon delivery of the service. Our Investment Advisory Services are charged as a percentage of assets under management and are payable on a quarterly basis, in advance. If either party terminates the agreement, any unearned portion of any fees paid in advance would be returned to the client upon termination. See additional details below for additional information.

All fees are negotiable. The exact fees charged to an individual will be contained in the client's agreement with Affiance Financial.

Fixed Fee Services

Financial Planning Services. Affiance Financial charges a fixed fee for financial planning services, which typically falls between \$500 and \$15,000 per plan. The total fee is based on the complexity of the plan and the time required for providing the services. Fees are invoiced to the client and payable upon delivery of the service.

Complementary Services. Affiance Financial charges fixed fees for Complementary Services. Fixed fees range from \$100 to \$5,000 per service and are invoiced and payable upon delivery of the Complementary Service.

Fees as a Percentage of Assets Under Management

Affiance Financial charges an asset-based fee for Investment Advisory Services. Our fees are payable in advance on a quarterly basis and based upon the market value of the assets on the last day of the previous quarter. The first period's fees will be calculated on a pro rata basis based on the number of days remaining in the service period. If the agreement is terminated prior to the end of a service period, our fee will be prorated through the date of termination and any remaining balance will be refunded to the client within 30 business days.

Our fees are negotiable for Investment Advisory Services, but generally will follow the following fee schedules:

Investment Advisory Services. Our annual asset-based fees for Investment Advisory Services are based upon the following blended fee schedule:

| <u>Assets Under Management</u> | <u>Annual Fee</u> |
|--------------------------------|-------------------|
| \$0 - \$500,000 | 1.50% |
| \$ 500,001 - \$1,000,000 | 1.25% |
| \$1,000,001 - \$2,500,000 | 1.10% |
| \$2,500,001 - \$5,000,000 | 1.00% |
| Accounts over \$5,000,000 | 0.85% |

Fees are charged as described above and are not based on a share of capital gains or capital appreciation of the client's investments.

Payment of Fees

Affiance Financial will either invoice the client directly for management fees or payment will be made by the qualified custodian. We will only receive payment from the custodian if the client supplies written authorization permitting the fees to be paid directly from the account. Affiance Financial will not have access to client funds for payment of fees without written consent by the client. Further, the qualified custodian agrees to deliver an account statement, at least quarterly, directly to the client, showing all disbursements from the account. The client is encouraged to review all account statements for accuracy. Affiance Financial will receive a duplicate copy of the statement that was delivered to the client.

Our annual fee is exclusive of and in addition to: brokerage commissions, transaction fees, and other related costs and expenses which will be incurred by the client. However, we will not receive any portion of the commissions, fees, and costs. Please see Item 12 – Brokerage Practices for further information on brokerage and transaction costs.

At the inception of Investment Advisory Services, the first pay period's fees will be calculated on a pro rata basis. The Investment Management Agreement between Affiance Financial and the client will continue in effect until either party terminates the Agreement in accordance with the terms of the Agreement. Affiance Financial's annual fee will be pro-rated through the date of termination and any remaining balance will be refunded to the client within 30 business days.

Additional Fees and Expenses

Affiance Financial advisory fees are separate and distinct from the fees and expenses charged by mutual funds or exchange-traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. Accordingly, the client should review both the fees charged by the funds and the fees charged by Affiance Financial to fully understand the total amount of fees to be paid by the client and to thereby evaluate the management services provided.

Compensation for the Sale of Securities or Other Investment Products

Certain employees and officers (Associated Persons) are registered representatives, insurance agents, and/or investment adviser representatives with Private Client Services ("PCS"), a registered broker/dealer. These Associated Persons may receive commission-based compensation for buying and selling securities in their capacity as a registered representative. These may include 12b-1 fees, service fees for the sale of mutual funds or annuity products. This commission compensation is separate from Affiance Financial's advisory fees.

Receiving commission-based compensation in addition to providing investment advice to the same client presents a conflict of interest. It gives an incentive for the Associated Person to recommend investment products based on commission compensation rather than client needs. Affiance Financial has policies and procedures in place to monitor all client transactions. Affiance Financial has adopted a code of ethics that obliges all associated persons to deal fairly with all clients when taking investment action and to uphold their fiduciary duty and to put the client's interest first. Where Affiance Financial finds an Associated Person has not acted in the best interest of the client, Affiance Financial may require the Associated Person to cancel the transaction. Alternatively, Affiance Financial may deduct the commission costs from the advisory fee paid by the client. In any event, all client transaction costs will be disclosed to the client.

Our clients have the option to purchase investment products that Affiance Financial recommends through other brokers and agents who are not affiliated with Affiance or PCS.

Total Anticipated Compensation

Associated Persons who provide investment advice on behalf of our firm may also be registered representatives, insurance agents, and/or investment adviser representatives with PCS. In these capacities at PCS, Associated Persons expect to receive advisory fees, commission and bonuses. These fees and commissions are in addition to compensation received from Affiance Financial.

Definition of Terms

Distribution Fee: A distribution fee is a fee one must pay in a 12B-1 Plan. A 12B-1 plan is a mutual fund that, instead of a load (or sales fee), annually charges shareholders a small percentage of the fund's market value, which is called a 12B-1 fee. Instead of assessing a fee when buying or selling shares as most mutual funds do, 12B-1 fees are deductions from the fund's market value per shareholder. Usually a 12B-1 fee is less than 1% of the market value.

Sales Charges: A commission paid by an investor on his or her investment in a mutual fund. The sales charge is paid to a financial intermediary (broker, financial planner, investment adviser, etc.) for selling the fund and is intended to provide compensation for the financial salesperson's efforts in assisting clients in selecting the mutual funds best suited to their needs.

Deferred Sales Charge: A deferred sales charge is the fee paid when a shareholder sells shares in a mutual fund within a certain number of years. That is, when an investor initially buys a share in a back-

end load fund, he/she agrees to pay a third party, usually a financial institution or broker, a certain percentage of the share's value if he/she decides to sell it within five to 10 years, depending on the specific nature of the agreement. The deferred sales charge usually declines by the year until the maximum number of years is reached.

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

Affiance Financial does not charge performance-based fees. See Item 5 for fee information.

Types of Clients – Item 7

Affiance Financial offers investment advisory services to individuals, pension and profit sharing plans, charitable organizations, corporations or other businesses.

Account Minimums

Affiance Financial generally recommends an aggregate relationship minimum of \$500,000 to commence an engagement. However, Affiance Financial, in its sole discretion, may charge a lesser investment management fee and/or reduce or waive its aggregate relationship minimum based upon certain criteria (i.e. anticipated future earning capacity, type of management services to be rendered, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). **Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Affiance Financial's Chief Compliance Officer, Eric Unger, remains available to address any questions that a client may have regarding its advisory fee schedule.

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

Methods of Analysis

Affiance Financial primarily employs fundamental analysis when providing clients with investment advice. Fundamental analysis is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's actual business and its future prospects. The term refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements.

Affiance utilizes a top-down macroeconomic approach. Generally, this means that big picture events in economies worldwide play a role in determining the client's asset allocation range. Determining the final asset allocation is a personal process largely dependent on the client's time horizon, liquidity needs and investment objective. Each investment strategy is guided by this methodology but remains unique to the individual. Clients may elect to place investment restrictions or further explain their investment objective on their client profile form. In general, the client will select a primary investment objective.

Definition of Investment Objectives

Conservative: Emphasis on generating a stable level of current income. Future capital appreciation is a secondary objective. Modest annual principal fluctuation is expected and acceptable. Portfolio will consist of a determined allocation among equities, fixed income, and cash, with a primary emphasis on fixed income. The percentages allocated to each general asset class are subject to a range. For example, Conservative (40/60) can range between 0% and 55% equities and 45% and 100% fixed income + cash. **Types of Securities:** Mutual Funds, Exchange-Traded Funds, Closed-End Funds, Stocks and Bonds. Allocation subject to change at discretion of Adviser dependent upon market conditions.

Moderate: Emphasis is on both current income and future capital appreciation. Moderate portfolios typically exhibit moderate growth of capital while dampening volatility. Principal risk and fluctuation is expected and acceptable over the intended investment time horizon (at least 5 years). Portfolio will consist of a determined allocation among equities, fixed income, and cash. The percentages allocated to each general asset class are subject to a range. For example, Moderate (60/40) can range between 55% and 70% equities and 30% and 45% fixed income + cash. **Types of Securities:** Mutual Funds, Exchange-Traded Funds, Closed-End Funds, Stocks and Bonds. Allocation subject to change at discretion of Adviser dependent upon market conditions

Moderate/Aggressive: Primary emphasis is on future capital appreciation. Income is a secondary objective. Principal risk and fluctuation is expected and acceptable over the intended long-term investment time horizon (in excess of 5 years). Portfolio will consist of a determined allocation among equities, fixed income, and cash, with a primary emphasis on equities. The percentages allocated to each general asset class are subject to a range. For example, Moderate/Aggressive (75/25) can range between 70% and 85% equities and 15% and 30% fixed income + cash. **Types of Securities:** Mutual Funds, Exchange Traded Funds, Closed End Funds, Stocks and Bonds. Allocation subject to change at discretion of Adviser dependent upon market conditions

Aggressive: Emphasis is on future capital appreciation. Income is not an objective. High principal risk and fluctuation is expected and acceptable over the intended long-term investment time horizon (in excess of 5 years). Portfolio will consist of a determined allocation among equities, fixed income, alternatives and cash, with a primary emphasis on equities. The percentages allocated to each general asset class are subject to a range. For example, Aggressive (90/10) can range between 85% and 100% equities and 0% and 15% fixed income + cash. **Types of Securities:** Mutual Funds, Exchange-Traded Funds, Closed-End Funds, Stocks and Bonds. Allocation subject to change at discretion of Adviser dependent upon market conditions

Investment Strategies

Affiance Financial manages three types of investment strategies, Optimum, Advantage, and Core. The asset allocation weightings among the three types of investment strategies are similar but the individual investments within the asset allocations differ. Differences in individual security selection will result in different investment performance.

Affiance Optimum: Affiance Optimum portfolios are designed in conjunction with investment consulting firm Frontier Asset Management and attempt to optimize returns for a given level of downside risk. Optimizations utilize a multi-factor maximization function that includes a combination of time weighted historical returns, expected asset class returns, downside correlations, and other factors. The portfolios utilize active managers and asset allocation to attempt to outperform comparable benchmarks over a full market cycle on a risk adjusted basis. Portfolios range from conservative to aggressive allocations where fund weightings across allocations are not necessarily symmetric, but optimized for return versus downside risk. Assets include global exposure to mutual funds holding US and international stocks and bonds as well as cash. All portfolios can be customized to accommodate qualified or taxable accounts.

Affiance Advantage: Affiance Advantage portfolios are designed to be highly cost efficient employing a mostly passive investment fund focus along with selected active fund managers. Portfolios are designed to provide attractive risk/return profiles with allocations ranging from conservative to aggressive. Portfolio weightings are generally symmetric across allocations. Assets include global exposure to mutual funds holding US stocks, international stocks, bonds and cash. The combination of allocation, passive management and selected active managers are designed to outperform comparable

benchmarks over a full market cycle on a risk adjusted basis. All portfolios can be customized to accommodate qualified or taxable accounts.

Affiance Core: Affiance CORE portfolios are designed for clients with a smaller asset base where it would be cost prohibitive to implement the Affiance Optimum or Advantage portfolios. Consisting of a smaller number of very low cost active and passive investment funds, the CORE portfolios are also designed to provide attractive risk/return profiles with allocations ranging from conservative to aggressive. Portfolio weightings are generally symmetric across allocations. Assets include global exposure to mutual funds holding US and international stocks and bonds as well as cash. The combination of allocation, passive management and selected active managers are designed to outperform comparable benchmarks over a full market cycle on a risk adjusted basis. All portfolios can be customized to accommodate qualified or taxable accounts.

It should also be noted that in many instances, Affiance Financial has created customized portfolios that may not fall within the parameters described above. Customized portfolios have been structured after extensive consultations with the individual client.

Risk of Loss

Deviations may occur relative to account allocations during any specific short-term period (6 months or less) due to market conditions or planner perceived and/or anticipated market developments. Of course, there can be no assurances that any such perceived and/or anticipated market developments will occur, be correct or prove profitable.

Affiance Financial employs long-term, buy-and-hold philosophies and approaches in their investment selection and implementation strategies. Recommendations provided are based on publicly available reports, analysis, research materials, computerized asset allocation models, and various subscription services.

The investment planning service provided by Affiance Financial will vary depending on each client's specific financial situation, goals, client profile and the decisions made by the planner assigned to the client. Affiance Financial believes that independence in investment decision making is paramount and thus each planner incorporates their own individual beliefs into the investment strategy. This brief statement does not disclose all of the risks and other significant aspects of investing in financial markets. In light of the risks, clients should fully understand the nature of the contractual relationships into which they are entering and the extent of their exposure to risk. Certain investing strategies may not be suitable for many members of the public. Clients should carefully consider whether the strategies employed will be appropriate for them in light of their experience, objectives, financial resources and other relevant circumstances.

General Investment Risk: All investments come with the risk of losing money. Investing involves substantial risks, including complete possible loss of principal plus other losses and may not be suitable for many members of the public. Investments, unlike savings and checking accounts at a bank, are not insured by the government to protect against market losses. Different market instruments carry different types and degrees of risk and clients should familiarize themselves with the risks involved in the particular market instruments they intend to invest in.

Loss of Value: There can be no assurance that a specific investment will achieve its investment objectives and past performance should not be seen as a guarantee to future returns. The value of investments and the income derived may fall as well as rise and investors may not recoup the original amount invested. Investments may also be affected by any changes in exchange control regulation, tax

laws, withholding taxes, international, political and economic developments, and government, economic or monetary policies.

Interest Rate Risk: Fixed-income securities and funds that invest in bonds and other fixed-income securities may fall in value if interest rates change. Generally, the prices of debt securities rise when interest rates fall, and their prices fall when interest rates rise. Longer-term debt securities are usually more sensitive to interest rate changes.

Credit Risk: Investments in bonds and other fixed-income securities are subject to the risk that the issuer(s) may not make required interest payments. An issuer suffering an adverse change in its financial condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell. Funds investing in lower quality debt securities are more susceptible to these problems and their value may be more volatile.

Foreign Exchange Risk: Foreign investments may be affected favorably or unfavorably by exchange control regulations or changes in the exchange rates. Changes in currency exchange rates may influence the share value, the dividends or interest earned and the gains and losses realized. Exchange rates between currencies are determined by supply and demand in the currency exchange markets, the international balance of payments, governmental intervention, speculation and other economic and political conditions. If the currency in which a security is denominated appreciates against the U.S. dollar, the value of the security will increase. Conversely, a decline in the exchange rate of the currency would adversely affect the value of the security.

Futures and Options: Options and futures contracts on securities carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact, which may work for or against the investor. The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Frontier Asset Management

Affiance Financial has hired Frontier Asset Management to provide consulting services on investment research, asset allocation, and portfolio construction for the investment strategies. Affiance Financial compensates Frontier Asset Management for services.

Disciplinary Information – Item 9

Affiance Financial and its officers and employees do not have legal or disciplinary events to disclose.

Other Financial Industry Activities or Affiliations – Item 10

As indicated above at Item 4, Affiance Financial representatives serve as representatives of PCS and as licensed insurance agents. The recommendation by Affiance Financial that a client purchase a securities

or insurance-commission product from Affiance Financial's representatives in their separate individual capacities as representatives of PCS and/or as an insurance agent, presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from Affiance Financial's representatives. Clients are reminded that they may purchase securities and insurance products recommended by Affiance Financial through other, non-affiliated broker-dealers and/or insurance agents. **Affiance Financial's Chief Compliance Officer, Eric Unger, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading – Item 11

Description of Our Code of Ethics

Affiance Financial has adopted a Code of Ethics (the "Code"), pursuant to SEC Rule 204, to address investment advisory conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes Affiance Financial's policies and procedures developed to protect client's interests in relation to the following topics:

- The duty at all times to place the interests of clients first;
- The requirement to engage in personal investing that is in full compliance with the code of ethics;
- The responsibility to avoid any actual or potential conflict of interest or misuse of an employee's position of trust and responsibility;
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and
- The principle that independence in the investment decision-making process is paramount.

Clients can request a copy of our Code of Ethics by calling Eric Unger at (952) 253-2588, emailing him at eric.unger@affiancefinancial.com or mailing us a request at our principal office address.

Personal Trading Practices

At times Affiance Financial and/or its IARs may take positions in the same securities as clients, which may pose a conflict of interest with clients. Affiance Financial and its IARs will generally be "last in" and "last out" for the trading day when trading occurs in close proximity to client trades. We will not violate our fiduciary responsibilities to our clients. Front running (trading shortly ahead of clients) is prohibited. Should a conflict occur because of materiality (i.e. a thinly traded stock), disclosure will be made to the client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e. a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.

Brokerage Practices – Item 12

Suggestion of Broker

In the event the client requests that Affiance Financial recommend a broker-dealer/custodian for execution and/or custodial services, Affiance Financial generally recommends that investment accounts be maintained at TD Ameritrade. Prior to engaging Affiance Financial to provide investment management services, the client will be required to enter into a formal Investment Management Agreement with Affiance Financial setting forth the terms and conditions under which Affiance Financial shall advise on the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Affiance Financial considers in recommending TD Ameritrade (or any other broker-dealer/custodian to clients) include historical relationship with Affiance Financial, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Affiance Financial's clients shall comply with Affiance Financial's duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where Affiance Financial determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determining factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Affiance Financial will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Affiance Financial's investment advisory fee.

Non-Soft Dollar Research and Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Affiance Financial may receive from TD Ameritrade (or another broker-dealer/custodian, investment manager, platform or fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Affiance Financial to better monitor and service client accounts maintained at such institutions. Included within the support services obtained by Affiance Financial may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer hardware and/or software and/or other products used by Affiance Financial in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Affiance Financial in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Affiance Financial to manage and further develop its business enterprise.

Affiance Financial's clients do not pay more for investment transactions effected and/or assets maintained at TD Ameritrade as a result of this arrangement. There is no corresponding commitment made by Affiance Financial to TD Ameritrade or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers and custodians in which we have an institutional advisory arrangement. Also, we do not receive other benefits from a broker-dealer in exchange for client referrals.

Directed Brokerage

Affiance Financial recommends that its clients utilize the brokerage and custodial services provided by TD Ameritrade. Affiance Financial generally does not accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Affiance Financial will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Affiance Financial. As a result, a 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. **Please Note:** In the event that the client directs Affiance Financial to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Affiance Financial. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Order Aggregation

Transactions for each client account generally will be effected independently, unless Affiance Financial decides to purchase or sell the same securities for several clients at approximately the same time. Affiance Financial may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Affiance Financial's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Affiance Financial shall not receive any additional compensation or remuneration as a result of such aggregation.

Affiance Financial's Chief Compliance Officer, Eric Unger, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any perceived conflict of interest such arrangements may create.

Review of Accounts – Item 13

Client accounts are continuously monitored and formally reviewed at least annually by the planner assigned to the client (Steven Lear, Andrew Fishman, Seth Meisler, Omer Abramovich, Kyle Berg, Marc Usem, Steven Schoenberger, Daniel Lear, and Eric Unger). The review process will include: comparing the current asset allocation to the recommended asset allocation and evaluating the need for rebalancing, manager replacement or tax efficient management. Additional account reviews may occur due to any of the following circumstances: a more frequent review and monitoring engagement with the client, a specific client request, deposit or withdrawal of client funds, or a change in the client's stated goals or objectives.

Affiance Financial does not provide ongoing reviews of clients' accounts once the financial planning engagement has been completed, unless otherwise specifically engaged to do so by the client.

Affiance Financial prepares reports for clients at every scheduled review meeting. The frequency of the meeting typically ranges from monthly to annually and the client can elect to have a hard copy of the reports for their records at no additional charge. Written reports are delivered to clients on a quarterly basis at no additional charge. Quarterly reports may include a message from Affiance Financial, beginning and ending market value, cash flows, performance, and portfolio composition. Accounts held through pcs Services are included as a convenience. Quarterly reports may reflect transactions in the process of settlement, whereas the statement from the qualified custodian may not. As a result, minor variations in account and/or position values may occur. Periodic reports are furnished to investment advisory clients and are not furnished to financial planning clients.

Client Referrals and Other Compensation – Item 14

As discussed under Item 12 above, Affiance Financial participates in TD Ameritrade's institutional customer program and Affiance Financial may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between Affiance Financial's participation in the program and the investment advice it gives to its clients, although Affiance Financial receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount):

- Receipt of duplicate client statements and confirmations
- Research related products and tools
- Consulting services
- Access to a trading desk serving Affiance Financial participants
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts)
- The ability to have advisory fees deducted directly from client accounts
- Access to an electronic communications network for client order entry and account information
- Access to mutual funds with no transaction fees and to certain institutional money managers
- Discounts on compliance, marketing, research, technology, and practice management products or services provided to Affiance Financial by third party vendors
- TD Ameritrade may also have paid for business consulting and professional services received by Affiance Financial's related persons.

Affiance Financial also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent investment Advisors participating in the program. Specifically, the Additional Services include subscription to Orion Advisor Services valued at \$15,000. Orion Advisor Services provides portfolio reporting services to Affiance Financial and all of Affiance Financial's clients. TD Ameritrade provides the Additional Services to Affiance in its sole discretion and at its own expense, and Affiance does not pay any fees to TD Ameritrade for the Additional Services. Affiance Financial and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

Affiance Financial's receipt of the Additional Services raises potential conflicts of interest. In providing the Additional Services to Affiance, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Affiance Financial's client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Affiance, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, Affiance may have an incentive to recommend to its clients that the assets under management by Affiance be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. Affiance Financial's receipt of the Additional Services does not diminish its duty to act in the best interests of its clients, including the duty to seek best execution of trades for client accounts.

Some of the products and services made available by TD Ameritrade through the program may benefit Affiance Financial but may not benefit its client accounts. These products or services may assist Affiance Financial in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Affiance Financial manage and further develop its business enterprise. The benefits received by Affiance Financial or its personnel through participation in the program do not depend on the amount of

brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Affiance Financial endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Affiance Financial or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Affiance Financial's choice of TD Ameritrade for custody and brokerage services.

Solicitors

Affiance Financial does not engage solicitors or otherwise compensate third parties for client referrals.

Custody – Item 15

Affiance Financial shall have the ability to deduct its advisory fee from the client's TD Ameritrade account on a quarterly basis. Clients are provided with written transaction confirmation notices, and a written summary account statement directly from TD Ameritrade, at least quarterly

Please Note: To the extent that Affiance Financial provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Affiance Financial with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Affiance Financial's advisory fee calculation.

Investment Discretion – Item 16

Generally, Affiance Financial offers Investment Management Services on a discretionary basis. Clients must grant discretionary authority in the client Advisory Agreement. Discretionary authority extends to the type and amount of securities to be bought and sold and does not require advance client approval. Clients may limit our discretionary authority by giving us written instructions.

Voting Client Securities – Item 17

Affiance Financial does not have the authority to vote proxies on behalf of clients. Clients will receive their proxies directly from the custodian or transfer agent. We will forward your proxies to you in the event we receive them. Questions about proxies may be made via the contact information on the cover page.

Financial Information – Item 18

Affiance Financial does not have financial circumstances to report and has not been the subject of a bankruptcy petition.

Requirements of State-Registered Advisors – Item 19

This section is intentionally left blank—Our firm is SEC registered.

Miscellaneous

Class Action Lawsuits

Affiance Financial has no obligation to determine if securities held by the client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, the firm has

no obligation or responsibility to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by clients.

Where the firm receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a client, it will forward all notices, proof of claim forms, and other materials, to the client. Electronic mail is acceptable where appropriate, and the client has authorized contact in this manner.

Privacy Policies

Affiance Financial views protecting its clients' private information as a top priority and, pursuant to the requirements of the Gramm-Leach-Bliley Act, the firm has instituted policies and procedures to ensure that customer information is kept private and secure.

Affiance Financial does not disclose any nonpublic personal information about its customers or former customers to any nonaffiliated third parties, except as permitted by law or consented to by the client. In the course of servicing a client account, we may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and lawyers.

We restrict internal access to nonpublic personal information about its clients to those employees who need to know that information in order to provide products or services to the client. We maintain physical and procedural safeguards that comply with state and federal standards to guard a client's nonpublic personal information and ensure its integrity and confidentiality. As emphasized above, it has been the firm's policy to not sell information about current or former customers or their accounts to anyone. It is also the firm's policy not to share information unless required to process a transaction, at the request of the client, or as required by law.

A copy of the firm's privacy policy notice will be provided to each client prior to, or contemporaneously with, the execution of the advisory agreement. Thereafter, the firm will deliver a copy of the current privacy policy notice to its clients on an annual basis. **ANY QUESTIONS: Affiance Financial's Chief Compliance Officer, Eric Unger, remains available to address any questions regarding this Part 2A** at (952) 253-2588 or eric.unger@affiancefinancial.com.