



HighTower Advisors, LLC

Wrap Fee Program Brochure

Form ADV Part IIA – Appendix 1

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This wrap fee program brochure provides information about the qualifications and business practices of HighTower Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 312-962-3800 or compliance@hightoweradvisors.com. 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. Registration as a registered investment adviser does not imply that a certain level or skill or training has been obtained.

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

ITEM 2. MATERIAL CHANGES

This “Summary of Material Changes” describes material changes made to the last annual updated filing of HighTower’s ADV Part IIA – Appendix 1. The most recent updated filing of this Appendix was March 31, 2016. There have been non-material stylistic and clarifying changes made in the Appendix.

The follow program is now offered through HighTower Advisors:

- Pershing Advisor Solutions (“PAS”) Dual-Contract Program

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ITEM 4 SERVICES, FEES AND COMPENSATION

HighTower Advisors, LLC ("HTA") is an investment advisory firm registered with the U.S. Securities and Exchange Commission ("SEC"), and a wholly-owned subsidiary of HighTower Holding, LLC. HighTower has related registered broker-dealers, HighTower Securities, LLC ("HTS") and RDM Investment Services, Inc ("RDM").

Clients may select from a variety of investment management services, including portfolio management (implemented by HTA, or an independent, third-party money manager ("Money Manager")), investment consulting, financial planning, and estate planning. HTA provides services to clients through individuals registered as investment adviser representatives, whom are referred to internally as "Financial Advisors". HTA's Financial Advisors may be specialists in areas such as wealth management, investment consulting, portfolio management, asset allocation, cash management/treasury services, financial planning, and/or estate planning.

If suitable, referrals to affiliated and unaffiliated Money Managers may be made through the approved managed account platforms and wrap programs that are discussed in this Appendix 1. These programs allow clients to obtain portfolio management services that typically have higher minimum account sizes outside of the program. The Money Managers selected under these programs will have discretion to determine the securities they will buy and sell within the account(s), subject to restrictions imposed by the client. The custodians chosen by the Money Manager do not have discretionary authority over assets included in the programs, although the Money Managers chosen will have this discretionary authority.

All Money Managers must be approved for use unless such power has been delegated to a third-party by HTA. Some or all of the initial and ongoing monitoring of Money Managers may be completed by approved third parties (e.g., Envestnet, Fidelity, Charles Schwab, TD Ameritrade or Pershing Advisor Solutions) for which the third parties' due diligence programs have been evaluated by HTA. A list of approved custodians, Money Managers, and programs is maintained. Prior to the approval of a Money Manager to manage client assets, and on an annual basis thereafter, HTA typically completes the following tasks:

- Telephone interviews or onsite meetings with portfolio management personnel;
- Telephone interviews or onsite meetings with operational personnel;
- Analysis of the Money Manager's risk management capabilities;
- As applicable, review of the advisory contract or the private placement memorandum, operating agreement, and subscription agreement;
- Review of the due diligence questionnaire;
- Review of marketing materials;
- Internet and periodical searches regarding the adviser and its key employees;
- Review of regulatory filings, including Parts 1 and II of Form ADV;
- Review of any fund's audited financial statements;
- Review of the Money Manager's compliance policies and procedures; and
- If applicable, review of the most recent SEC deficiency letter sent to the Money Manager, as well as the Money Manager's response.

HTA's Financial Advisors are tasked with the ongoing review of Money Managers and are instructed to alert HTA if any issues are identified. Firm management will meet as needed to discuss material changes to or problems with programs and Money Managers. The custodians may have the discretion to replace Money Managers within their platforms. HTA retains the right to replace (i.e., "hire or fire") Money Managers on all platforms for client accounts where the client has given discretionary authority to HTA.

This Form ADV, Appendix 1- Wrap Program Brochure is offered to potential and existing clients to provide an understanding of available programs and our potential conflicts of interest. Clients typically include high and ultra-high net worth families as well as individuals, businesses, pension and profit sharing plans, trusts, estates and charitable organizations, corporations or other business entities, and institutional clients.

Clients are advised that the same or similar programs or services as those described herein may be available from other investment advisors for an annual fee lesser or greater than set forth herein, and that the programs described in this brochure may cost the client more or less than purchasing the different services within each program separately depending upon such factors as trading activity, account size, portfolio management fees, mutual fund no-load or load charges, etc.

Financial Advisors and Money Managers will be reasonably available for consultation with clients regarding the management of their account. HTA will provide necessary financial information to the Money Manager including material changes as notified by the client as needed.

Certain client accounts may be managed on a non-discretionary basis in which case the client's Financial Advisor will purchase, sell or otherwise trade securities or other investments for the client's account only after the client has been notified of and approves the transaction. This approval may be verbal or written. Financial Advisors are responsible for the management and review of these types of client accounts on an ongoing basis. Additional periodic reviews are performed by the HTA Compliance Group. Performance numbers reported by independent Money Managers are not verified by HTA or its Financial Advisors.

Clients may need to complete a brokerage account application for their brokerage account at the custodian as well as an HTA Client Advisory Agreement. Some Money Managers may also require the completion of a client agreement between the Money Manager and the client.

1. AVAILABLE PROGRAMS

a. HighTower Advisors, LLC Sponsored Program

- **Advisor Directed Program**

i. Program Description

This section describes the Advisor Directed Program, offered by HTA. Clients who wish to participate in the Advisor Directed Program will enter into a Client Advisory Agreement with HTA that sets forth the services that HTA will provide the client and the fee that the client will pay. The minimum amount of assets required to participate in the Advisor Directed Program is \$100,000, subject to negotiation. In addition, certain program managers may impose minimum account size requirements. Each client participating in the Advisor Directed Program enters into an agreement with Fidelity, Charles Schwab ("Schwab"), TD Ameritrade or Pershing Advisor Solutions ("Selected Custodians"), the clearing and custodial firms selected by HTA. HTA has an agreement with the Selected Custodians that sets forth the services that HTA will provide the client and the fee the client will pay. HTA also has agreements with the Money Managers chosen to participate in the Advisor Directed Program. The Selected Custodians provide execution, custody and administrative services to HTA. Securities and/or cash designated by the client for inclusion in the Advisor Directed Program are maintained in one or more accounts held at a Selected Custodian.

Clients in the Advisor Directed Program generally grant HTA authority to manage their accounts on a discretionary basis in accordance with the client's investment objectives, risk tolerance and investment time horizon, subject only to any reasonable restrictions that the client has provided to HTA in writing. The client's Financial Advisor will be responsible for making investment decisions for the account on HTA's behalf. Pursuant to this grant of discretion, clients authorize HTA to invest in securities and other investments of any nature whatsoever, at the time and in the manner that the Financial Advisor determines, and to act on the client's behalf in all other matters necessary or incidental to the handling of the account, without discussing these transactions or actions with the client in advance. The specific terms of the investment advisory relationship between each client, HTA and the Financial Advisor are set forth in the Client Advisory Agreement. Each Financial Advisor manages his or her clients' Advisor Directed

Program accounts utilizing an individual investment style and strategy in accordance with each client's financial situation and investment objective for the Advisor Directed Program account. If a Money Manager is selected, its investment style and strategy will also be chosen in accordance with the client's financial situation and investment objective for the Advisor Directed Program Account.

Transactions in Advisor Directed Program accounts generally are executed through our affiliated broker-dealer, HTS, and its clearing firm, through unaffiliated broker-dealers Schwab, Fidelity, TD Ameritrade or Pershing Advisor Solutions. To be qualified by HTA to participate in the Program, Financial Advisors must satisfy certain eligibility criteria established by HTA. Money Managers must meet certain requirements as established by HTA and as determined through HTA's due diligence.

In connection with the Advisor Directed Program, Financial Advisors will collect information about the client's financial circumstances, which may include investment objectives, risk tolerance, and investment time horizon for the account (collectively "financial information"), and any reasonable restrictions that the client wishes to impose on the management of the account in writing. Clients are responsible for notifying HTA promptly, in writing, of any changes to the information provided to HTA and for providing HTA with additional information as HTA may request from time to time to assist it in providing services under the Advisor Directed Program. Clients are also responsible for providing to HTA in writing any investment policies or other guidelines applicable to the client's Advisor Directed Program account. Such investment policies and guidelines are subject to acceptance by HTA in its sole discretion. Any restrictions on the management of the Advisor Directed Program account imposed by the client or by such written investment policies or guidelines may cause HTA or the Money Manager to deviate from the investment decisions it otherwise would make in providing services under the Advisor Directed Program. HTA will have no liability for a client's failure to provide HTA with accurate or complete information or to inform HTA promptly of any change in the information previously provided.

Financial Advisors and Money Managers will be reasonably available for consultation with clients regarding the management of their account. HTA will provide necessary financial information to the Money Manager including material changes as notified by the client as needed.

ii. Fee Schedule

Clients in the Advisor Directed Program pay a fee that covers, among other things, services provided by the custodian and services provided by applicable Money Manager(s) (a "program fee"). Clients also pay advisory fees to HTA for the services it provides. The program fee and the HTA advisory fee are bundled into one fee (the "Wrap Fee"). The Wrap Fee covers investment advisory services, execution of transactions through HTS or its affiliates, custody with Selected Custodians, and reporting.

a. Wrap Fee Accounts

For the services provided by HTA and as described in the Advisor Directed Program Agreement, select accounts in the Advisor Directed Program will be charged a Wrap Fee each calendar quarter in advance or in arrears, on the total net market value of the assets (based on the average daily balance) in all of the account(s) in the Advisor Directed Program (including all cash). The maximum Wrap Fee, expressed as an annual rate, that may be charged to new clients generally will not exceed 2.50% (250 basis points). Each HighTower advisory team negotiates fees directly with the client, with such fees dependent on among other things, the account/household size, the securities utilized, and the investment strategy employed.

b. Non Wrap Fee Accounts (Management Fee only)

Some clients may pay an unbundled advisory fee, separate brokerage commissions and transaction charges. The advisory fee covers the investment advisory services provided by HTA, but does not cover transaction costs, including brokerage commissions, “markups”, “mark downs”, “dealer spreads”, or other charges resulting from transactions effected through a Selected Custodian, its affiliates, or any other broker-dealer.

iii. General Fee Issues

The following disclosures are applicable to all accounts in the Advisor Directed Program. HTA, in its discretion, may negotiate the fee (and the rate of any other fees charged by HTA for services not covered by the Wrap Fee) in appropriate circumstances, based on a number of factors including, but not limited to, the type and size of the account, the size or number of trades anticipated to be executed for the account, services provided to the account, the client's other accounts with HTA, and the accounts of the client's family with HTA. The fees charged may be higher or lower than the fees that HTA charges other clients in this or other programs; and may be higher or lower than the cost of similar services offered through other financial firms. The account may be subject to a minimum fee specified in the Client Advisory Agreement.

In connection with the Advisor Directed Program, Financial Advisors or Money Managers may utilize an investment strategy that generally seeks investments that are long term in nature with a buy and hold bias. Due to the nature of these strategies, investments in accounts could incur low turnover. However, the client continues to pay the Wrap Fee regardless of the number of transactions incurred in the account. Client should also be aware that services similar or comparable to those provided to them might be available to the client at a lower aggregate cost elsewhere on an “unbundled” basis.

The Wrap Fee does not cover brokerage commissions or other charges resulting from transactions not effected through HTA or its affiliates, nor does it cover custody services provided by any non-core custodian. The Wrap Fee does not cover certain costs or charges that may be imposed by HTA or third parties, including, but not limited to, costs associated with exchanging foreign currencies, odd lot differentials, activity assessment fees, transfer taxes, exchange fees, wire transfer fees, postage fees, auction fees, foreign clearing, settlement and custodial fees, and other fees or taxes required by law. The Wrap Fee does not cover “mark-ups” or “mark-downs” that broker-dealers, other than JPMCC, may receive or “dealer spreads” that other broker-dealers may receive when acting as principal in certain transactions. The Wrap Fee also does not cover the annual fee that Selected Custodians charge Individual Retirement Accounts (“IRA accounts”) or certain other retirement plans. Costs associated with using margin are not covered in the Wrap Fee and may result in additional compensation to HTA and the Financial Advisor representative. As such, Financial Advisors are subject to a potential conflict of interest in recommending that Advisory Clients open margin accounts and maintain debit balances where HTS serves as the introducing broker-dealer.

The Financial Advisor or the Money Manager may invest account assets in open-end mutual funds (including money market funds), closed-end funds, exchange traded funds (“ETFs”), and other collective investment vehicles that have various internal fees and expenses, which are paid by such funds but which are ultimately borne by the client as an investor. HTA and/or its affiliates may provide services to and receive compensation in connection with these mutual funds. For example, HTA may benefit indirectly from the sales charges imposed by mutual funds through HTS. The fee that the custodian pays HTS might represent a significant amount of that custodian's mutual fund service fees. The fee is in recognition of certain shareholder servicing that registered representative affiliate(s) of HTS perform in respect of those assets. Those shareholder servicing fees are often referred to as trailers, rebates or revenue sharing arrangements and are received from various mutual fund companies with respect to its clients whose assets are invested in those mutual funds, which typically range from 5 basis points to 50 basis points depending on the mutual fund purchased. Because the affiliate(s) of HTS receive an economic benefit, HTA has a potential conflict of interest in recommending to clients that they use a specific custodian and invest their assets in certain mutual funds. These fees will not always be used to offset HighTower's fees, although in some cases clients' quarterly fee may be lower because of the receipt of the Shareholders Services fees. The possibility of this compensation creates an incentive for an Investment Advisor to make decisions for the clients which would have the effect of increasing this compensation. Clients are encouraged to verify the fees charged.

Besides general equities and fixed income securities, Financial Advisors and Money Managers may employ strategies that utilize the following types of investments: (i) American Depositary Receipts ("ADRs"), which are receipts issued by a U.S. bank or trust company that evidence ownership of non U.S. securities and are traded on a U.S. exchange or in the over the counter market; (ii) Global Depositary Receipts ("GDRs"), which are receipts issued generally by a non U.S. bank or trust company that evidence ownership of non U.S. securities; (iii) World Equity Benchmark Shares ("WEBS"), which are shares of Foreign Fund, Inc., an open end investment company organized in series, each of which invests primarily in non U.S. common stocks in an effort to track the performance of a specified foreign country equity market index compiled by Morgan Stanley Capital International ("MSCI"); or (iv) closed end investment companies that invest a substantial portion of their assets in the securities of specified foreign countries ("closed end country funds"). Clients will bear, in addition to the Wrap Fee, a proportionate share of any fees and expenses associated with these securities, if applicable, in which account assets are invested, and may also bear any fees and expense associated with converting non U.S. securities into ADRs or GDRs, if applicable.

A portion of the Wrap Fee is paid to the Financial Advisor. In addition, in their roles as registered representatives of HTS, certain Financial Advisors may receive production-based bonuses that take into account revenues from brokerage-related services provided by HTS and/or a portion of the commissions paid by clients with non-wrap fee accounts in connection with transactions for their accounts. The Financial Advisor receives compensation as a result of the client's participation in the Advisor Directed Program, and the amount of this compensation may be more or less than what the Financial Advisor would receive if the client participated in other HTA or affiliate's programs or paid separately for investment advice, brokerage, and other services. The Financial Advisor may have a financial incentive to recommend the Advisor Directed Program over other HTA or affiliate's programs and services.

iv. Fee Calculations and Withdrawals

The Wrap Fee is an agreed upon annual fee that will be payable quarterly in advance or in arrears. This determination will be made and disclosed at the time of the client advisory agreement signing. HTA will calculate the initial fee as of the date it accepts the Advisory Directed Program Agreement, the effective date. The initial fee will cover the period from the effective date until the last day of the initial calendar quarter. Billing for the quarter will be in arrears or advance, and based on the average daily balance and the number of days assets are in the Account(s), or for the billing period ending balance. Your client advisory agreement will indicate the billing methodology applied to your account. The quarterly fee will become due on the first business day of the following calendar quarter, and will be deducted from the account shortly thereafter, unless otherwise instructed by the client and in accordance with applicable law. HTA will not be responsible for managing any account before its effective date. Any transactions executed in an account before its effective date will be executed by HTS in its capacity as broker-dealer only and will be subject to HTS' customary brokerage fees or commissions. Institutional money market funds will not be included in the account value when calculating the "average daily balance" but "sweep" money market funds balances will be included.

The fees charged will be based upon the agreed upon fee rate and will not be affected by the services the client receives or the number of transactions actually executed during a quarter; however, such factors may be taken into account in negotiating new fee rates.

Clients may make additions into an account at any time, subject to HTA's right to terminate the account. Additions may be in cash or marketable securities of any kind, provided that HTA and the Selected Custodian reserve the right to decline to accept particular securities into the account or impose a waiting period before certain securities may be deposited. Fee adjustments will generally not be made for client accounts with a custodian other than Selected Custodians unless specifically agreed to by HTA in writing.

When opening a Program account, clients generally will authorize HTA to deduct the fee and all other applicable charges from the account on or following the date they are payable. Clients are responsible for ensuring that the amount of any debit is correct. Selected Custodians may withhold any tax to the extent required by laws, and may remit such taxes to the appropriate government authority. In appropriate circumstances, clients may instruct HTA to deduct the Fee and other expenses from another account that the client has at HTA or to deduct the fees due with respect to another account that the client has at HTA from the Advisor Directed Program account. Clients also may elect to be invoiced for

fees and expenses with respect to certain accounts.

The client may designate certain securities as “Excluded Securities” in an addendum to the Client Advisory Agreement. Excluded Securities are held in the Advisor Directed Program account with the consent of HTA, but they are not part of the portfolio managed by HTA. HTA will thus not be obligated to provide any advice with respect to Excluded Securities and the risks presented by the Excluded Securities. Excluded Securities are not included in fee calculations.

Transactions in Excluded Securities will be subject to commissions and other transactions charges that may or may not be discounted from standard rates. Excluded Securities will be considered brokerage assets and not advisory assets and as a consequence, a client’s rights and HTA’s duties and obligations to the client may differ, including the scope of HTA’s fiduciary obligations. Excluded Securities are subject to acceptance by the Money Manager (if applicable).

HTA is not compensated based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds of any client.

v. Execution of Transactions

In the Client Advisory Agreement, clients generally authorize and direct HTA and its Financial Advisors and in turn, the Money Managers, to execute transactions for their accounts. Transactions in the account may be effected through HTS and the Selected Custodian of choice, unless otherwise required by applicable law. When a transaction is executed through the Client’s Qualified Custodian the Custodian will be entirely responsible for the execution and clearance of the transaction. By recommending the Advisor Directed Program, HTA may be recommending HTS as its affiliated broker-dealer. Clients should understand that this directed brokerage arrangement may cause the client to forego any savings on execution costs that HTA otherwise might be able to negotiate with different broker-dealers, other than HTS, such as reduced execution costs that may result from utilizing alternative trading services. Clients are encouraged to consider the possible costs and disadvantages of such directed brokerage arrangements.

All transactions are subject to any HTA internal policies or procedures. In no event is HTA obligated to effect any transaction for an account that HTA believes would violate applicable federal or state law or the regulations of any regulatory or self-regulatory body or would otherwise present an unacceptable risk to HTA.

Riskless Principal Transactions: For accounts in the Advisor Directed Program, if HTS executes a riskless principal transaction as agent through an unaffiliated dealer, HTS will not receive commission or other compensation in connection with the trade.

- **Fidelity SAN Program (“SAN Program”)**

Clients should be advised that Fidelity also offers a Separate Account Network program (“SAN Program”). Money Managers in the SAN Program are different than those available via Envestnet and HTA is responsible for performing due diligence on such Money Managers and programs as well as negotiating pricing.

Some managers under the SAN program may require an additional client advisory agreement with the client in addition to the agreement signed with HTA.

For a complete description of the services offered, the programs and the fees charged, please refer to the separate disclosure brochure (such as Part IIA of Form ADV) maintained by the Money Manager as provided by your Financial Advisor.

i. Fee Schedule

Under the Fidelity SAN program, client will pay a wrap fee inclusive of HTA's advisory fee and the relevant program fee charged by the custodian and/or the Money Managers. There are no separate commissions or transaction costs charged to the client. These are what are commonly referred to as "wrap programs." In all cases, you should read the separate disclosure document of the Money Manager for complete details on the charges and fees you will incur.

Fees are calculated quarterly in arrears or advance; thus the annual fee is divided by four. The Wrap Fee will typically range from 0.20% to 2.50% based on the complexity of a client's needs, the product chosen, and frequency and types of reporting, among other factors. Clients are encouraged to verify the fees that are charged. Fees are calculated on a per account basis. Your client advisory agreement will indicate the billing method utilized for your account.

ii. Fee Calculation and Withdrawals

- **Charles Schwab & Co.**

HTA has a relationship with the Institutional division of Schwab, a registered broker-dealer and Member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Schwab will provide custody and execution services in accordance with the terms set forth in its custodial agreement. HTA's clients have the ability to participate in the following programs offered by Schwab: Managed Account Select Program, Managed Account Access Program, and Managed Account Marketplace. A description of the "Schwab Programs" is below.

- **Schwab Managed Account Select Program**

Under this program, research on the Money Managers and their investment strategies are done by Schwab's Center for Financial Research (a division of Schwab) and provided to HTA. HTA then helps clients decide whether the Select program and any of the Money Managers are suitable for them. The program bundles research, Schwab's brokerage, custodial and client reporting fees under a single, all-inclusive fee.

- **Schwab Managed Account Access Program**

Under this program, HTA may offer our clients a selection of different Money Managers than under the Schwab Select Program. HTA performs all monitoring and on-going due diligence of the Money Managers in the Access Program. Schwab will provide performance reporting to clients of HTA that are enrolled in the Schwab Access Program. The program fee includes the Money Manager fee, Schwab's administrative services and Schwab's brokerage/clearing/custodial services (but not trading costs for other brokers used by Money Managers in the program).

- **Schwab Managed Account Marketplace**

i. Program Description

This is not a "program", but rather a managed account platform provided by Schwab, and it is substantially different from the Schwab Select and Schwab Access programs. In Schwab's Marketplace, there is no option for "householding" your accounts for fee discounts. The services provided are "unbundled," meaning fees for Schwab's execution and custodial services are not combined with the Money Manager fees, which are negotiated with the individual Money Manager by HTA on behalf of the client and are based on the total assets under management and the type of management services (equity or fixed income) provided. Schwab is not involved in the fee negotiations with the Money Manager. In some instances, when a client uses Marketplace, HTA pays Schwab's execution costs in the form of an asset-based fee. Fees charged to the client may range from 0.03% to 0.10% %, plus the cost of the specific Money Manager hired.

Schwab does not provide any research on Money Managers available under this platform. However, some of the Money Managers available under this program are also available under Schwab's Select Program. Select Program Money Manager research is available to any other investment adviser participant on the Schwab platform, and therefore that research may be used for any Managed Account Marketplace client.

HTA will provide Marketplace clients a quarterly Black Diamond and /or Tamarac performance report, as Schwab does not provide client reporting for any Marketplace advisor under the Marketplace Program. Schwab will provide custodial statements for Marketplace clients on at least a quarterly basis. Clients are encouraged to review and compare the custodial statements provided by Schwab and the Black Diamond/Tamarac performance report provided by HTA.

ii. Fee Schedule

Under the Select and Access programs offered by Schwab, clients pay a single fee inclusive of HTA's fee as well as Schwab's administrative service fee and brokerage/clearing/custodial services (but not trading costs for other brokers used by Money Managers in the program).

If there is insufficient cash in the account(s) at the time the fee is to be debited from the account(s), the Money Manager or Schwab may sell an amount of assets in the account(s) to generate sufficient cash to pay the fee, which may create a taxable gain or loss. If assets are illiquid and HTA or the Money Manager determines that the sale is not feasible, HTA will send the client an invoice for the fee for the quarter. Clients must pay this invoice within ten (10) days of receipt.

The standard fees charged by HTA generally do not exceed 2.5% (250 basis points). Each HighTower advisory team negotiates fees directly with the client, with such fees dependent on among other things, the account/household size, the securities utilized, and the investment strategy employed.

iii. Fee Calculation and Withdrawals

Depending on the Schwab Program, Schwab or HTA may be responsible for collecting fees. To ensure clients are billed fairly for the assets they have under management or supervision with HTA, fees will be based on the average daily balance in client account(s) during a quarter, as determined by Schwab, Black Diamond or Tamarac. Black Diamond and Tamarac generally relies on the prices provided directly to it by account custodians. Custodians, in turn, generally rely on prices provided by reputable, independent third parties. The custodian and Black Diamond/Tamarac may value assets using a slightly different method (e.g., trade date versus settle date). Therefore, in the event HTA bills the account, the account statement sent by Schwab may differ from the Black Diamond or Tamarac statement sent by HTA. Clients are encouraged to compare the statements received from custodians with the Black Diamond/Tamarac performance statement.

Black Diamond and Tamarac may be unable to price certain securities or may assign prices that do not reflect current market conditions. In the normal course of providing investment advisory services to clients, Financial Advisors will continually assess the prices assigned by Black Diamond, Tamarac, custodians, and other sources. If deemed necessary, and on a case-by-case basis, HTA will fair value account holdings that are assigned a stale or inaccurate price by Black Diamond, Tamarac, custodians, and/or other sources.

Fees are calculated quarterly; thus the annual fee is divided by four. The HTA fee will typically be based on the complexity of your needs; the product chosen; and frequency and types of reporting; among other factors. Clients are encouraged to verify the fees that are charged.

Fees will be invoiced in arrears for all quarters.

iv. Fee Related Issues

The cost of investment advisory services provided through the Schwab Programs may be more or less than the cost of purchasing similar services separately. Among other factors impacting the relative cost of the program to a particular client include the size of the account; the type of account (i.e., equity or fixed income); the size of the assets devoted to a particular strategy; and the managers selected.

It is possible for a client to use the Managed Account Marketplace and receive the same research services (for Money

Managers that are also in Select), for a lower fee than available under the Select Program. The bundled fees charged for the Select Program are typically higher than the "unbundled fees" in the Managed Account Marketplace

The Financial Advisor or the Money Manager may invest account assets in open-end mutual funds (including money market funds), closed-end funds, ETFs, and other collective investment vehicles that have various internal fees and expenses, which are paid by such funds but which are ultimately borne by the client as an investor. Although HTA's Financial Advisors generally recommend and purchase only no-load or load-waived mutual funds for client advisory accounts, some funds may impose an initial or deferred sales charge. Clients may also own some of these funds when they transfer the account(s) to HTA. HTA and/or its affiliates may provide services to and receive compensation in connection with these mutual funds. For example, HTA may benefit indirectly from the sales charges imposed by mutual funds through HTS.

The fee that the custodian pays HighTower Securities might represent a significant amount of that custodian's mutual fund service fees. The fee is in recognition of certain shareholder servicing that registered representative affiliate(s) of HighTower Securities perform in respect of those assets. Those shareholder servicing fees are often referred to as trailers, rebates or revenue sharing arrangements and are received from various mutual fund companies with respect to its clients whose assets are invested in those mutual funds, which typically range from 5 basis points to 50 basis points depending on the mutual fund purchased. Because the affiliate(s) of HighTower Securities receive an economic benefit, HighTower Advisors has a potential conflict of interest in recommending to clients that they use a specific custodian and invest their assets in certain mutual funds. These fees will not always be used to offset HighTower's fees, although in some cases clients' quarterly fee may be lower because of the receipt of the Shareholders Services fees. The possibility of this compensation creates an incentive for an Investment Advisor to make decisions for the clients which would have the effect of increasing this compensation.

Fees debited from Schwab Program account(s) will appear on statements received from the custodian. Clients are encouraged to verify the fees charged.

Clients may also maintain transaction-based accounts with Schwab whereby the client pays one fee to HTA and HTA's Financial Advisors are responsible for paying transaction fees for trades executed through Schwab. To the extent a client account at Schwab is based upon transactional based pricing rather than the participation in a wrap fee program sponsored or administered by Schwab, there may be a disincentive for HTA to effect securities trades in the client account in as much as HTA will then be required to pay the transaction/execution costs associated with such trades directly to Schwab.

v. Execution of Transactions

Clients who participate in the programs offered by Schwab generally authorize and direct HTA, its Financial Advisors, and Money Managers to execute transactions for their accounts. Transactions in the account will typically be effected through Schwab. When a transaction is executed through a broker-dealer other than Schwab, the other broker-dealer will be entirely responsible for the execution and clearance of the transaction. Clients should understand that when a program recommends a particular broker-dealer through a directed brokerage arrangement, it may cause the client to forego any savings on execution costs that the Money Manager may otherwise be able to negotiate with different broker-dealers such as reduced execution costs that may result from utilizing alternative trading services. Clients are encouraged to consider the possible costs and disadvantages of such directed brokerage arrangements.

Pershing Advisor Solutions

HTA has a relationship with Pershing Advisor Solutions ("PAS"), a registered broker-dealer and Member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. PAS will provide custody and execution services in accordance with the terms set forth in its custodial agreement. HTA maintains a relationship with Pershing Advisor Solutions ("PAS") that sets forth the terms and conditions on which HTA and its clients may participate in programs offered by PAS. HTA may assist clients with the selection of Money Managers for their

account based on the client's financial circumstances, investment objectives, risk tolerance, and investment time horizon. Money Managers will maintain discretionary authority over the client account.

PAS has the ability to hire and fire Money Managers for its programs. As such, HTA may rely on PAS to conduct initial and ongoing due diligence of Money Managers. HTA has the ability to choose the Money Managers appropriate for managing clients' account(s) from those made available through the PAS programs. In addition, HTA may have full discretionary authority to hire and fire Money Managers on the clients' behalf.

Money Managers are matched to the client's suitability and asset allocation recommendations and then chosen. In some cases, the client may review more than one Money Manager and make a selection together with HTA. In all cases, HTA or PAS may initiate or terminate relationships with the Money Managers based on a change in the client's circumstances; a significant change in the overall Money Manager's performance or management of its accounts; a significant change in the personnel of the Money Manager; negative news about the Money Manager and/or its key employees; a regulatory or legal investigation or action against the Money Manager and/or its key employees; significant market or economic news that may have an impact on client accounts; or other reasons determined by HTA.

i. Program Description

As part of the Pershing Advisor Solutions Dual Contract Program, Pershing provides HTA with a list of Money Managers that it approves as part of the program (the "Dual Contract Program"). Pershing selects the Money Managers to be included on the Dual Contract Program and retains the right to add or remove Money Managers from the Dual Contract Program. Pershing does not provide any advisory services with respect to the Dual Contract Program. HTA may assist clients with selecting Money Managers from the Dual Contract Program to execute transactions on behalf of clients.

ii. Fee Schedule

Clients in the Dual Contract Program pay a program fee that covers services provided by PAS and services provided by applicable Money Manager(s). Clients also pay fees to HTA for the services they provide via an advisory fee. Client payment of the program fee and advisory fee is bundled into one Wrap Fee, and covers investment advisory services, execution of transactions through HTA or its affiliates, custody with Pershing, and reporting. In limited circumstances and if certain conditions are met, some clients may pay an unbundled advisory fee plus separate transaction charges.

Please refer to the Fee Schedule subsection of the HTA's Advisor Directed Program section of this brochure for a description of the relevant Wrap Fee, the fee calculation methodology, and fee related issues.

iii. Execution of Transactions

In the Dual Contract Program Agreement, clients generally authorize and direct HTA and the Money Managers selected by Financial Advisors to execute transactions for their accounts. Transactions in the account will be effected through HTA and its relationship with Pershing unless otherwise required by applicable law. When a transaction is executed through a broker-dealer other than Pershing or its affiliates, the other broker-dealer will be entirely responsible for the execution and clearance of the transaction. By recommending the Program, HTA also is recommending itself and HTS as its affiliated broker-dealer. Clients should understand that this directed brokerage arrangement may cause the client to forego any savings on execution costs that HTA otherwise might be able to negotiate with different broker-dealers, other than HTS, such as reduced execution costs that may result from utilizing alternative trading services. Clients may wish to consider the possible costs and disadvantages of such directed brokerage arrangements.

All transactions are subject to any HTA internal policies or procedures. In no event is HTA obligated to effect any transaction for an account that HTA believes would violate applicable federal or state law or the regulations of any regulatory or self-regulatory body or would otherwise present an unacceptable risk to HTA.

ADDITIONAL FEES

HighTower shall comply with its duty to obtain “best execution.” However, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where HighTower determines, in good faith, that the commission is 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 broker-dealer’s services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. Consistent with the foregoing, while HighTower will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions.

In addition, HTA may receive certain products and services from broker/dealers that are customary in the course of an institutional brokerage relationship. To the best of HighTower’s knowledge, these services are generally made available to all institutional investment advisers doing business with these broker/dealers. These bundled services are made available to HighTower on an unsolicited basis and without regard to the rates of commissions charged or paid by clients or the volume of business directed to these broker/dealers. Since these products and services are merely made available by broker/dealers as part of a bundled business package to HighTower, HighTower does not consider products and services received in this context to be “soft dollars”.

ITEM 5. ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

Clients participating in the Advisor Directed Program may include endowments, foundations, retirement plans, corporations, individuals, and other entities.

There may be minimum account sizes required to participate in the various programs; these minimums are dependent on the Program and manager preferences.

ITEM 6. MANAGER SELECTION AND EVALUATION

The selection of Money Managers normally starts with a request or need. If a financial advisor wants to invest with a certain manager they need to be approved first.

HighTower relies on external third-party due diligence providers and the custodians for the first approval of all portfolio managers:

- Independent Third Party or Platform Provider
- Custodian (Schwab, Fidelity, TD Ameritrade or Pershing Advisor Solutions)

If a money manager is not approved by the above, HighTower’s GIS will do their own due diligence on the manager.

We do not approve portfolio managers on performance alone. HighTower looks at many factors of a portfolio manager before approval including but not limited to people, process, philosophy, performance and operational soundness.

Based on the output, HighTower makes the determination whether to approve the manager or not based on the results of the reviews of investment and operational risk. HighTower does not have a uniform and consistent basis to calculate performance.

RELATED PERSONS AS PORTFOLIO MANAGERS

No related person is a portfolio manager of one of wrap fee programs described above. MD Sass however, is a portfolio manager that Financial Advisors may choose to invest some or all of a client’ assets with. HighTower does not receive any additional compensation for being a related person and invest client assets with MD Sass.

SUPERVISED PERSONS AS PORTFOLIO MANAGER

All of HighTower's Financial Advisory teams in some fashion act as portfolio managers. Some advisory teams are one hundred percent portfolio managers and run their own models, while some teams only manage a portion of their client's assets as a portfolio manager, with the remainder going to other money managers or mutual funds.

The advisory business offered when HighTower is acting as portfolio manager is no different than any other advisory business offered as described in the Advisory Business section of Form ADV Part IIA. The advisory team will obtain the necessary client information to make an informed decision on the asset allocation for the client.

PROXIES

Unless requested by the client, HighTower will vote the proxies associated for the client. HighTower has chosen an independent proxy voting service, Institutional Shareholder Services, Inc. ("ISS") to vote all proxies for advisory accounts.

ITEM 7. CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

CLIENT PROFILE

Initially HTA will interview prospective clients to determine their financial position, investment goals and objectives (e.g., risk tolerance and time horizon), investment limitations, reasonable investment restrictions and risk tolerance (collectively "Investor Profile"). The Investor Profile is used to help determine which Money Manager(s) fits clients' investment needs. At least annually, HTA will contact clients to determine whether they have had any changes to their Investor Profile. Should changes occur to a client's Investor Profile before the annual conference call or meeting, it is the client's responsibility to contact HTA as soon as possible.

ITEM 8. CLIENT CONTACT WITH PORTFOLIO MANAGERS

Some of HighTower's Financial Advisory teams act as the Portfolio Manager on the client accounts. In those cases, there are no restrictions placed on the client contacting them.

HTA will be reasonably available for consultation with clients regarding the management of their account. Questions about client account(s) and/or the investment activity should be directed to the client's Financial Advisor at HTA. HTA will serve as the liaison between clients and their Money Manager(s), and if appropriate, arrange for a meeting or conference call between the client and the Money Manager(s).

ITEM 9. ADDITIONAL INFORMATION

POTENTIAL CONFLICTS OF INTEREST

1. Aggregation of Orders

With respect to accounts over which HTA has discretionary authority to buy and sell securities, HTA may, but is not required to, aggregate orders for the sale or purchase of securities for the client's account with orders for the same security for other brokerage or advisory clients of HTA and its affiliates, and including orders for HTA's and its affiliates' employees and their related persons. HTA will only aggregate client orders when it believes doing so will likely be in the participating clients' best interests. HTA generally will not aggregate orders of client accounts managed by different Financial Advisors. A client order that is not aggregated with one or more other client orders may be executed at a less favorable price and incur greater transaction costs than an aggregated order. The execution of aggregated orders may be subject to delay for certain reasons, including but not limited to the time required for HTA to review proposed orders

for compliance with investment restrictions or investment policy guidelines that clients (including advisory clients and brokerage clients for whom HTA exercises limited discretion) may have provided to HTA. Accordingly, the aggregation of the client's orders with other client orders may cause the client's orders to be executed later, and at different price, than they would have been had the client's orders not been aggregated with other client orders. Aggregated orders will generally be filled at an average price, with a pro-rata share of transaction costs (if applicable). On occasion, an aggregated order will not be fully executed, meaning that the entire order could not be reasonably filled. Any partial fill of such an aggregated order will generally be allocated pro-rata; de minimis deviations from the allocation statement are permitted in the interest of placing round lots in client accounts. Factors that can affect the decision to include an account in a block transaction include, but are not limited to, available cash in each account, the size of each account and order, client or other restrictions on the portfolio in each account, and the desirability of avoiding odd lots. HTA may have a conflict of interest in its allocation of partial fills among participating clients and HTA's and its affiliates' employees and their related persons. For specific information on a Money Manager's procedures to address the aggregation of orders, please refer to their Form ADV, Part IIA disclosure.

2. Other Brokerage Accounts

Certain clients in the programs described in this brochure may also have brokerage accounts with HTS in which HTA does not act in an advisory capacity. HTS's interests may not always be the same as the client's when it acts in only a brokerage capacity. These activities are separate and apart from HTA's advisory activities. Clients should ask questions to make sure they understand their various rights and HTS's obligation to them, when HTS acts in a brokerage only versus an advisory capacity, including the differences in the extent of HTS's obligation to disclose conflicts of interest and to act in the client's best interests. When HTS acts as a broker, it is paid both by the client and, sometimes, by people who compensate HTS based on what the client buys. Therefore, HTS's profits and its salespersons' compensation may vary by products and over time.

3. IPOs

Initial public offerings ("IPOs") generally are not made available to clients in the aforementioned programs. From time to time, limited opportunity investments (e.g., IPOs) may be made available as a result of relationships with the issuer's manager, distributor, or other third parties. With respect to accounts over which a Money Manager has discretionary authority to buy and sell securities, if a Money Manager determines that the opportunity is suitable for certain clients in the program, clients may receive an allocation of such. For specific information on a Money Manager's procedures to address the allocation of limited opportunity investments, please refer to their Form ADV, Part IIA disclosure.

4. Personal Trading

HTA and Financial Advisors may recommend securities in which they directly or indirectly have a financial interest or control relationship, and may buy and sell for their personal securities accounts securities that they recommend to advisory clients for purchase and sale. In addition, HTA access persons (as defined in HTA's Regulatory Compliance Manual) or related persons may have accounts with Money Managers that are available via platforms and programs that are made available to clients. As such, HTA access persons or related persons may buy or sell securities that clients also own in their own personal accounts. HTA and its Financial Advisors, in addition to third-party Money Managers, may give different advice, take different action, or hold or deal in different securities for any other client or account, including HTA's own accounts or those of its affiliates, from the advice that they give, action they take, or securities they hold or deal for client accounts. HTA has adopted policies and procedures designed to prevent unauthorized personal trading. HTA has also adopted policies and procedures designed to control the flow of "inside" and proprietary information between Financial Advisors from different advisory businesses and affiliates of HTA.

Financial Advisors, like all HTA investment personnel, are subject to HTA's personal trading policies and procedures as detailed in HTA's Code of Ethics, which is available upon request. A description of the Code of Ethics is provided further in this disclosure, number 10.

Please refer to each Money Manager's Form ADV, Part IIA for a description of the Money Manager's Code of Ethics.

5. No Liability in Connection With Certain Events

HTA shall not be liable for losses caused directly or indirectly by suspension of trading, wars, civil disturbances, terrorism, strikes, natural calamities, labor or material shortages, government restrictions, acts or omissions of exchanges, specialists, markets, clearance organizations or information providers, delays in mails, delays or inaccuracies in the transmission of orders or information, governmental, exchange or self-regulatory organization laws, rules or actions, or any other causes beyond HTA's control that may prevent or delay the performance of HTA's obligations.

6. Additional Compensation

Certain wrap program administrators and/or custodians may have dedicated services and technology for registered investment advisers. This is a key reason for HTA's selection of these firms. They provide HTA with benefits it may not receive from other firms, in terms of pricing and services. They also make available services intended to help HTA manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. Through these firms HTA may also receive direct access to real-time client account information, electronic download of trades, balances and positions, and the ability to directly debit clients' advisory fees. HTA also receives software and support services, including reductions in seminar and conference fees from these firms. In addition, these firms may make available, arrange and/or pay for these types of services rendered to HTA by independent third parties. Sponsors may also discount or waive fees they would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to HTA.

These services provided to HTA are not contingent upon any specific amount of business (assets or trading). While, as a fiduciary, HTA endeavors to act in its clients' best interests, Financial Advisors' recommendation that clients invest via certain programs and/or maintain their assets at one of these firms may be based in part on the benefit to HighTower of some of these products and services and not solely on the nature, cost or quality of their custody and brokerage services. This may create a potential conflict of interest.

For additional compensation HTA receives not directly related to wrap programs please refer to Form ADV Part 2A Item #5.

7. Economic Benefits Received for Providing Services to Clients

HTA may receive certain products and services from broker/dealers that are customary in the course of an institutional brokerage relationship. To the best of HighTower's knowledge, these services are generally made available to all institutional investment advisers doing business with these broker/dealers. These bundled services are made available to HighTower on an unsolicited basis and without regard to the rates of commissions charged or paid by clients or the volume of business directed to these broker/dealers. Since these products and services are merely made available by broker/dealers as part of a bundled business package to HighTower, HighTower does not consider products and services received in this context to be "soft dollars".

8. Solicitations Arrangements

HTA or its affiliates may enter into solicitation agreements under which they compensate affiliated or unaffiliated solicitors that refer advisory clients to HTA or its affiliates, which subject such individuals to a conflict of interest. Program

clients will not incur any additional charge as a result of these arrangements. All or a portion of the fee, and/or other fees charged by HTA for its services may be paid to registered representatives of HTS or unaffiliated solicitors in connection with the introduction of accounts as well as the provision of supplemental and other client related services. In no event will such solicitation services include providing investment advisory services. These payments may be made for the duration of HTA's management of the client's account under the Program. HTA complies with Rule 206(4)-3 under the Advisers Act with respect to any solicitation arrangements to which it is a party.

HTA may also receive client referrals from wrap sponsors and/or custodians. While HTA may not receive such referrals pursuant to a formal agreement and may not directly compensate such firms for such referrals, such referrals could present a potential conflict of interest as HTA could have an incentive to direct clients to certain programs and brokerage to certain broker-dealers in order to continue receiving referrals. HTA does not consider client referrals from sponsors, custodians, and/or broker-dealers when making brokerage allocation decisions.

HTS maintains placement agent agreements with certain private fund managers for which it solicits investors for the private funds. HTS will not receive compensation in the event it solicits an advisory client of HTA to invest in one of the private funds.

9. Other Business Activities and Affiliations

a. Other Investment Advisers

HTA is registered as an investment adviser with the SEC and is noticed filed as needed in various states. HTA and its affiliates offer other advisory services, including wrap fee programs utilizing third-party Money Managers, a mutual fund allocation program, and various other consulting services. HTA's other advisory services are described in Part IIA of HTA's Form ADV, which is available upon request.

HTA is affiliated with other investment advisers as a result of the advisers, or affiliates of advisers' ownership interests in HighTower Holding, LLC, HTA's parent company. Such investment advisers and their affiliates include, but are not limited to: M.D. Sass Macquarie Financial Strategies Fund, Macquarie Funds Group (a wholly owned subsidiary of M.D. Sass Macquarie), Franklin Mutual Advisors, LLC, Envestnet, and Offit Capital. Financial Advisors may recommend that clients engage affiliates to provide advisory services and/or invest in advisory products managed by affiliates, including, but not limited to, limited partnerships. HTA completes a rigorous due diligence review on its partners before approving their products and services for clients and only products that are believed to meet a client's investment objectives and risk tolerance are recommended. HTA does not receive additional benefits or compensation from these firms because HighTower uses their products and services, although in some cases the pricing HTA is able to offer its clients may be less than it would have been without this relationship.

b. Registered Broker-dealer

HTA has arrangements that are material to its advisory business or its clients with a related entity, HTS, or RDM Investment Services ("RDM") broker-dealers registered with the SEC and members of FINRA (Financial Industry Regulatory Authority, SIPC (Securities Investor Protection Corp.) and the MSRB (Municipal Securities Rulemaking Board). HTS and RDM are wholly-owned subsidiaries of HighTower Holding, LLC and their principal business is that of a broker-dealer involved in the sale of various types of securities, including but not limited to stocks, bonds and mutual funds. HTS and RDM are introducing broker-dealers, with clearing arrangements through National Financial Services, LLC ("NFS"), a subsidiary of Fidelity.

HTS or RDM may receive fees or commissions from issuers of certain securities held in accounts of its clients and will earn "rebate" or 12b-1 service fees from some mutual funds clients hold in their advisory accounts, including money market funds. As an introducing broker-dealer, HTS or RDM may receive a margin interest spread, or rebate, on debit balances maintained in clients' margin accounts. Through HTS or RDM, Financial Advisors may receive a portion of such spreads or rebates as compensation. As such, Financial Advisors are subject to a potential conflict of interest in

recommending that clients invest in programs or with Money Managers that purchase certain mutual funds or open margin accounts and maintain debit balances where HTS or RDM serves as the introducing broker-dealer.

HTA does not participate in agency cross transactions.

c. Insurance Agency or Broker

HTS is licensed as a general insurance broker and agency and properly licensed Financial Advisors (who are also registered representative of HTS) HTA may provide analysis of and recommend the purchase and sale of certain insurance products. HTS may receive a commission or other form of compensation in connection with such sales and compensate Financial Advisors with a percentage of such commissions or other forms of compensation. Certain Financial Advisors licensed to sell insurance products may devote as much as 20% of their time to this activity. Clients are not obligated to use HTS as their insurance broker or agent, or to use any recommended insurance company for any recommended insurance transaction. HTA may utilize outside insurance agencies or broker-dealers for help with the analysis and recommendation of insurance products and/or for insurance licensing and appointments with various states and insurance companies.

Certain directors and members of executive management of HTA also serve as directors and/or executive management of HTS and HighTower Holding, LLC, the parent company of both HTA and HTS.

d. Time Spent on Other Activities

Investment adviser representatives and principals of HTA may spend up to 90% of their time on other related or non-related activities, including management of the firm, recruiting, and registered representative activities, including the sale of commissionable products, through HTS, financial planning, and/or the sale or recommendation of insurance products.

10. Code of Ethics

A Code of Ethics (the "Code") has been developed for HTA's access persons. This Code was developed to provide general ethical guidelines and specific instructions regarding the duties owed to advisory clients. All access persons must act with competence, dignity, integrity, and in an ethical manner, when dealing with clients, the public, prospects, third-party service providers and fellow access persons. Access persons must use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, trading, promoting HighTower's services, and engaging in other professional activities. All access persons are expected to adhere to the highest standards with respect to any potential conflicts of interest with clients. As a fiduciary, HTA must act in its clients' best interests. A copy of the complete Code may be obtained through a Financial Advisor or by contacting HighTower at Compliance@HighTowerAdvisors.com or Compliance at 312.962.3800.

Access persons' trades must be executed in a manner consistent with fiduciary obligations to clients; personal trades should avoid actual improprieties, as well as the appearance of impropriety. Access person's personal trades must not be timed to precede orders placed for any client, nor should trading activity be so excessive as to conflict with the access person's ability to fulfill daily job responsibilities. Other specific policies and prohibitions exist with respect to access persons' personal trading activities, as discussed in the complete Code.

Access persons must submit quarterly reports regarding securities transactions and newly opened accounts, as well as annual reports regarding holdings and existing accounts. HighTower monitors access persons' personal trading activity at least quarterly to ensure compliance with internal control policies and procedures. HTA strives to ensure that all access persons act in accordance with applicable regulations governing registered investment advisory practices as they apply to HTA. Any access person not in observance of this goal is subject to sanctions, including termination of employment.