

Item 1 – Cover Page

LF Wealth Advisors, LLC

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Date of Disclosure Brochure: June 2018

This disclosure brochure provides information about the qualifications and business practices of LF Wealth Advisors, LLC (also referred to as we, us, LF and LF Wealth Advisors throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact Andrew Stafford at 913-530-0116. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about LF Wealth Advisors is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for LF Wealth Advisors, LLC or our firm's CRD number 288641.

*Registration as an investment adviser does not imply a certain level of skill or training.

Item 2 – Material Changes

LF Wealth Advisors is a newly registered investment adviser, and this disclosure brochure dated August 2017 is the first amendment to the original disclosure brochure dated May 2017. The material changes to this brochure are:

- As of August 2017, Andrew Stafford has been named the Chief Compliance Officer for LF Wealth Advisors. Please see **Item 4 – Advisory Business** for additional information.
- As of August 2017, the firm moved from 3259 E Ridgeview Street, Springfield, MO to 3800 S. Fremont Avenue, Springfield, MO. Please see **Item 1 – Cover Page** for additional information.
- As of August 2017, Andrew Stafford and Brad Lawing are no longer affiliated with Cambridge Investment Research, Inc. See **Item 10 – Other Financial Industry Activities and Affiliations** and **Item 19 – Requirements for State Registered Firms** for additional information.
- As of August 2017, Andrew Stafford is no longer affiliated with Lawing Financial. Please see **Item 10 – Other Financial Industry Activities and Affiliations** and **Item 19 – Requirements for State Registered Firms** for additional information.
- As of August 2017, LF Wealth Advisors has added Variable Sub-Account Management Services. Please see **Item 4 – Advisory Business** for additional information.
- As of August 2017, LF Wealth Advisors has amended our Asset Management fees. Please see **Item 5 – Fees and Compensation** for more information.
- As of November 2017, LF Wealth Advisors has amended the ADV Part 2A to remove Third-Party Money Manager language.
- As of November 2017, LF Wealth Advisors has amended **Item 9 – Disciplinary Information** to disclose the Acceptance, Waiver and Consent Form signed by Brad Lawing whereby FINRA found that Brad Lawing violated FINRA Rule 2010 by communicating securities business by a means his firm prohibited and could not monitor and violated FINRA Rule 2111 and 2010 by recommending shares of a business development company to three customers, but two of them did not satisfy the issuers suitability standards and the third customer's investment resulted in overconcentration. Please see *Item 9* of this disclosure brochure for additional details.
- As of November 2017, LF Wealth Advisors has updated **Item 5 – Fees and Compensation** to disclose the fees for Variable Sub-Account Management Services.
- As of December 2017 – LF Wealth Advisors has updated **Item 9 – Disciplinary Information** to disclose payment of the FINRA fine and restitution to affected clients.
- We updated Item 10 and 19 to disclose the affiliation with and ownership of Prevail Innovative Wealth Strategies.
- We updated Item 12 and 14 to disclose that LF Wealth Advisors entered into an agreement with TD Ameritrade for custodial and broker dealer services.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after our firm's fiscal year ends. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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Item 4 – Advisory Business

LF Wealth Advisors is an investment adviser registered with the State of Missouri and is a limited liability company (LLC) formed under the laws of the State of Missouri. Andrew Stafford is the Chief Compliance Officer (CCO) and a Shareholder of LF Wealth Advisors. Brad Lawing is an Investment Advisor Representative and Shareholder of LF Wealth Advisors, and he owns 85.00% of LF Wealth Advisors. LF Wealth Advisors filed its initial application to become registered as an investment adviser in May 2017.

Introduction

The investment advisory services of LF Wealth Advisors are provided to you through an appropriately licensed and qualified individual who is an investment adviser representative of LF Wealth Advisors (referred to as your investment adviser representative throughout this brochure).

Description of Advisory Services

The following are descriptions of the primary advisory services of LF Wealth Advisors. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and LF Wealth Advisors before we can provide you the services described below.

Asset Management & Allocation Program Services – LF Wealth Advisors offers asset management services, which involves LF Wealth Advisors providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment adviser of record on specified accounts (collectively, the “Account”). The Account consists only of separate account(s) held by qualified custodian(s) under your name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

The Account is managed by us based on your financial situation, investment objectives and risk tolerance. We actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

We may also exercise discretion to utilize specific sub-adviser(s) (individually “Sub-Adviser” and collectively Sub-Advisers) to manage Account or a portion of the assets of Account. We will conduct due diligence of any recommended Sub-Adviser and monitor the performance of Sub-Adviser with respect to the Sub-Advisor’s management of the designated assets of Account relative to appropriate peers and/or benchmarks. LF Wealth Advisor will be available to answer questions Client may have regarding any portion of Client’s Account managed by a Sub-Adviser and will act as the communication conduit between Client and the Sub-Adviser. A complete description of the Sub-Adviser’s services and fees will be disclosed in the Sub-Adviser’s Form ADV Part 2A or Part 2A Appendix 1 that will be provided to you.

We will need to obtain certain information from you to determine your financial situation and investment objectives. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We develop your Investment Policy Statement (“IPS”) and create and manage a portfolio for your Account based upon this policy. We are

always reasonably available to consult with you relative to the status of your Account. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to instruct us not to purchase certain securities.

It is important that you understand that we manage investments for other clients and may give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

Variable Sub-Account Management Services

Under our Variable Insurance sub-account management services, LF Wealth Advisors manages your variable annuity or variable life contract by selecting, monitoring and exchanging as necessary between sub-accounts available from the insurance company issuing the variable annuity or variable life contract. Under this program, we assist you in completing a questionnaire which details your financial goals, risk tolerance and time horizon. You will have the opportunity to list on your investment advisory agreement with our firm any reasonable restrictions on the sub-accounts that may be utilized by LF Wealth Advisors. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives.

Once you have provided us with the necessary information and made the appropriate authorizations, LF Wealth Advisors utilizes trading authority to place the transactions as directed by you. LF Wealth Advisors may utilize signal providers for guidance regarding investment strategies, asset allocations and timing of exchanges. LF Wealth Advisors will monitor your sub-accounts and exchange sub-accounts as necessary and in accordance with your investment objective and risk tolerance.

Financial Planning & Consulting Services - LF Wealth Advisors offers financial planning services, which involve preparing a written financial plan covering specific or multiple topics. We provide full written financial plans, which typically address the following topics: Investment Planning, Retirement Planning, Insurance Planning, Tax Planning, Education Planning, Portfolios Review, Asset Allocation, and Real Estate Planning. When providing financial planning and consulting services, the role of your investment adviser representative is to find ways to help you understand your overall financial situation and help you set financial objectives. We also provide modular written financial plans which only cover those specific areas of concern mutually agreed upon by you and us. A modular written financial plan is limited or segmented and does not involve the creation of a full written financial plan. You should be aware that there are important issues that may not be taken into consideration when your investment adviser representative develops his or her analysis and recommendations under a modular written financial plan. Written financial plans prepared by us do not include specific recommendations of individual securities.

We also offer as-needed consultations in order to discuss financial planning issues when you do not need a written financial plan. Such consultations are limited to consultations in response to a particular investment or financial planning issue raised or request made by you. Under this consultation arrangement, it will be incumbent upon you to identify those particular issues for which you are seeking our advice.

Our financial planning and consulting services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning and consulting recommendations. To the extent that you would like to implement any of our investment recommendations through LF Wealth Advisors or retain LF Wealth Advisors to actively monitor and manage your investments, you must execute a separate written agreement with LF Wealth Advisors for our asset management services.

Business Planning Services - Business planning services include working with a client's legal and accounting professionals to gather and analyze the client's current circumstances, to help define the client's cash flow management, company financing, business valuation, succession planning, qualified corporate risk management and choice of entity. Since LF Wealth Advisors does not practice law or accountancy, this work will be done in coordination with lawyers and accountants separately selected and employed by the client. This service does not grant discretionary power to LF Wealth Advisors or IAR. Fees for business planning services may be charged when assets are not under management of LF Wealth Advisors and depend on the nature and complexity of the client's circumstances and needs. Any transactions would be separate from "Business Planning Services" and the client would be charged fees and commissions by the broker/dealer in addition to the fees charged for the business planning services.

Estate Planning Services - Estate planning services include working with a client's legal and accounting professionals to gather and analyze the client's current circumstances, to help define the client's objectives, to outline possible alternative approaches and techniques, and to develop and implement a plan to achieve the client's goals. Since LF Wealth Advisors does not practice law or accountancy, this work will be done in coordination with lawyers and accountants separately selected and employed by the client. This service does not grant discretionary power to LF Wealth Advisors or IAR. Fees for estate planning services may be charged when assets are not under management of LF Wealth Advisors and depend on the nature and complexity of the client's circumstances and needs.

Retirement Plan Services - LF Wealth Advisors offers retirement plan services to retirement plan sponsors and to individual participants in retirement plans. For a corporate sponsor of a retirement plan, our retirement plan services can include, but are not limited to, the following services:

Fiduciary Consulting Services

LF Wealth Advisors provides the following Fiduciary Retirement Plan Consulting Services:

- Investment Policy Statement Preparation. LF Wealth Advisors will help you develop an investment policy statement. The investment policy statement establishes the investment policies and objectives for the Plan. You will have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.
- Non-Discretionary Investment Advice. LF Wealth Advisors will provide you with general, non-discretionary investment advice regarding assets classes and investment options, consistent with your Plan's investment policy statement.

- Investment Selection Services. LF Wealth Advisors will provide you with recommendations of investment options consistent with ERISA section 404(c).
- Investment Due Diligence Review. LF Wealth Advisors will provide you with periodic due diligence reviews of the Plan's reports, investment options and recommendations.
- Investment Monitoring. LF Wealth Advisors will assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformation to the guidelines set forth in the investment policy statement and LF Wealth Advisors will make recommendations to maintain or remove and replace investment options.
- Default Investment Alternative Advice. LF Wealth Advisors will provide you with non-discretionary investment advice to assist you with the development of qualified default investment alternative(s) ("QDIA"), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. You will retain the sole responsibility to provide all notices to participants required under ERISA section 404(c)(5).
- Individualized Participant Advice. Upon request, LF Wealth Advisors will provide one-on-one advice to Plan participants regarding their individual situations.

For Fiduciary Consulting Services, all recommendations of investment options and portfolios will be submitted to you for your ultimate approval or rejection. For retirement plan Fiduciary Consulting Services, the retirement plan sponsor client or the plan participant who elects to implement any recommendations made by us is solely responsible for implementing all transactions.

Fiduciary Consulting Services are not management services, and LF Wealth Advisors does not serve as administrator or trustee of the plan. LF Wealth Advisors does not act as custodian for any client account or have access to client funds or securities (with the exception of, some accounts, having written authorization from the client to deduct our fees).

LF Wealth Advisors acknowledges that in performing the Fiduciary Consulting Services listed above that it is acting as a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 ("ERISA") for purposes of providing non-discretionary investment advice only. LF Wealth Advisors will act in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause LF Wealth Advisors to be a fiduciary as a matter of law. However, in providing the Fiduciary Consulting Services, LF Wealth Advisors (a) has no responsibility and will not (i) exercise any discretionary authority or discretionary control respecting management of Client's retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of Client's retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of Client's retirement plan or the interpretation of Client's retirement plan documents, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the "Administrator" of Client's retirement plan as defined in ERISA.

Fiduciary Management Services

LF Wealth Advisors provides clients with the following Fiduciary Retirement Plan Management Services:

- Discretionary Investment Selection Services. LF Wealth Advisors will monitor the investment options of the Plan and add or remove investment options for the Plan. LF Wealth Advisors will have discretionary authority to make all decisions regarding the investment options that will be made available to Plan participants.

If you elect to utilize any of LF Wealth Advisors' Fiduciary Management Services, then LF Wealth Advisors will be acting as an Investment Manager to the Plan, as defined by ERISA section 3(38), with respect to our Fiduciary Management Services, and LF Wealth Advisors hereby acknowledges that it is a fiduciary with respect to its Fiduciary Management Services.

Non-Fiduciary Services

Although an investment adviser is considered a fiduciary under the Investment Advisers Act of 1940 and required to meet the fiduciary duties as defined by the Advisers Act, the services listed here as non-fiduciary should not be considered fiduciary services for the purposes of ERISA since Advisor is not acting as a fiduciary to the Plan as the term "fiduciary" is defined in Section 3(21)(A)(ii) of ERISA. The exact suite of services provided to a client will be listed and detailed in the Qualified Retirement Plan Agreement.

LF Wealth Advisors provides clients with the following Non-Fiduciary Retirement Plan Consulting Services:

- Participant Education. LF Wealth Advisors will provide education services to Plan participants about general investment principles and the investment alternatives available under the Plan. LF Wealth Advisors' assistance in participant investment education will be consistent with and within the scope of DOL Interpretive Bulletin 96-1. Education presentations will not take into account the individual circumstances of each participant and individual recommendations will not be provided unless otherwise agreed upon. Plan participants are responsible for implementing transactions in their own accounts.
- Participant Enrollment. LF Wealth Advisors will assist you with group enrollment meetings designed to increase retirement plan participation among employees and investment and financial understanding by the employees.
- Qualified Plan Development. LF Wealth Advisors will assist you with the establishment of a qualified plan by working with you and a selected Third-Party Administrator. If you have not already selected a Third-Party Administrator, we shall assist you with the review and selection of a Third-Party Administrator for the Plan.
- Due Diligence Review. LF Wealth Advisors will provide you with periodic due diligence reviews of your Plan's fees and expenses and your Plan's service providers.
- Fiduciary File Set-up. LF Wealth Advisors will help you establish a "fiduciary file" for the Plan which contains trust documents, custodial/brokerage statements, investment performance reports, services agreements with investment management vendors, the investment policy statement, investment committee minutes, asset allocation/asset liability studies, due diligence fields on funds/money managers and monitoring procedures for funds and/or money managers.
- Benchmarking. LF Wealth Advisors will provide you benchmarking services and will provide analysis concerning the operations of the Plan.

Securities and other types of investments all bear different types and levels of risk. Those risks are typically discussed with clients in defining the investment policies and objectives that will guide investment decisions for their qualified plan accounts. Upon request, as part of our retirement plan services, we can discuss those investments and investment strategies that we believe may tend to reduce these risks for a particular client's circumstances and plan participants.

Clients and plan participants must realize that obtaining higher rates of return on investments entails accepting higher levels of risk. Based upon discussions with the client, we will attempt to identify the balance of risks and rewards that is appropriate and comfortable for the client and other employees. It is still the clients' responsibility to ask questions if the client does not fully understand the risks associated with any investment. All plan participants are strongly encouraged to read prospectuses, when applicable, and ask questions prior to investing.

We strive to render our best judgment for clients. Still, LF Wealth Advisors cannot assure that investments will be profitable or assure that no losses will occur in their portfolios. Past performance is an important consideration with respect to any investment or investment advisor, but it is not necessarily an accurate predictor of future performance.

LF Wealth Advisors will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to you any change to the information that we are required to disclose under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which we are informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable).

In accordance with ERISA Regulation Section 2550.408b-2(c)(vi)(A), we will disclose within thirty (30) days following receipt of a written request from the responsible plan fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable) all information related to the Qualified Retirement Plan Agreement and any compensation or fees received in connection with the Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.

If we make an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), we will disclose to you the correct information as soon as practicable, but no later than thirty (30) days from the date on which we learn of such error or omission.

Newsletters

LF Wealth Advisors occasionally prepares general, educational and informational newsletters. Newsletters are always offered on an impersonal basis and do not focus on the needs of a specific individual.

Seminars for Fees

LF Wealth Advisors may occasionally provide seminars in areas such as financial planning, retirement planning, estate planning, college planning and charitable planning. Seminars are always offered on an impersonal basis and do not focus on the individual needs of participants.

The educational seminar should not be considered a comprehensive review, analysis or customized advice in regard to the attendee's individual situation. The educational seminar is not a substitute for or the same as a consultation with an investment adviser in a one-on-one context whereby all the facts of the attendee's situation can be considered in their entirety and the investment adviser can provide individualized investment advice or a customized financial plan.

It is important the attendee understands that the services of LF Wealth Advisors under this type of agreement do not include any financial planning, investment management, or supervision with respect to the attendee's assets. In the event that attendee desires such financial planning, investment management, or supervision services, attendee will be required to execute a separate agreement and pay fees in addition to the fees paid by attendee to LF for a seminar.

LF Wealth Advisors requires a written seminar attendee agreement to be completed for each seminar attendee before a seminar fee may be charged. This agreement is intended to be used for public seminars and not for client events. Again, public seminars are those seminars that are educational in nature and provided to the general public. Conversely, a seminar attendee agreement is not required when a seminar fee is not being charged.

eMoney Advisors

LF Wealth Advisors utilizes eMoney Advisors, a web-based financial and wealth planning system. Clients electing to use eMoney can select from a variety of available programs, including:

- Planning Center (allowing unlimited scenario planning);
- Retirement Income Tool;
- Vault (storage for client documents such as wills, insurance policies, etc.);
- Financial Connections (allowing aggregation of multiple accounts with daily updating of linked accounts); and
- Alerts to upcoming deadlines and important events.

If you elect to use eMoney you are required to provide us the information and documentation to be downloaded and/or input into the eMoney system. You will be provided with a unique username and password and will be able to monitor your portfolio performance, view balances, run “what if” scenarios, and store/view important papers and documents.

Limits Advice to Certain Types of Investments

LF Wealth Advisors provides investment advice on the following types of investments:

- Exchange-listed securities
- Securities traded over-the-counter
- Foreign issues
- Corporate debt securities (other than commercial paper)
- Certificates of deposit
- Municipal securities
- Variable life insurance
- Variable annuities
- Separate account shares
- Mutual fund shares (including money market mutual funds)
- Closed-end fund shares
- Unit Investment Trusts (UITs)
- Collective Investment Trusts (CITs)
- Stable value products (including guaranteed income funds)
- Real Estate Investment Trusts (REITs)
- United States government securities
- Options contracts on securities
- Direct Participation Programs (DPPs)
- Interests in Partnerships

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client’s specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

Tailor Advisory Services to Individual Needs of Clients

LF Wealth Advisors' advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

Our investment management service (i.e., asset management and allocation service, and fiduciary management service) clients are given the ability to impose restrictions on their accounts including specific investment selections and sectors.

Our financial planning and consulting services are always provided based on your individual needs. When providing financial planning and consulting services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Wrap-Fee Program versus Other Services

We offer services through both traditional and wrap-fee management programs. In traditional management programs, advisory services are provided for a fee but transaction services are billed separately on a per-transaction basis. In wrap-fee programs, advisory services and transaction services are provided for one fee. The Asset Management & Allocation Program Services (described in **Item 5, Fees and Compensation**) is the wrap-fee program. Whenever a fee is charged to a client for services described in this Disclosure Brochure (whether wrap fee or non-wrap fee), we will receive all or a portion of the fee charged.

Client Assets Managed by LF Wealth Advisors

As of February 28, 2018, LF Wealth Advisors has a total of \$57,260,000 in assets under management. \$41,670,000 are managed on a discretionary basis and \$15,590,000 are managed on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and LF Wealth Advisors.

Asset Management & Allocation Program Services

Fees charged for our asset management services are charged based on a percentage of assets under management, billed in advance (at the start of the billing period) on a monthly basis and calculated based on the fair market value of your account as of the last business day of the previous billing period and are billed through our wrap-fee program.

To the extent that the Account includes an asset which is not traded publicly (e.g., BDC, MLP or REIT), LF Wealth Advisors will charge an annual flat fee (billed in monthly installments) mutually agreed upon amount by LF Wealth Advisors and the client. The flat fee and any non-traded assets subject to this flat fee will be identified in an addendum to the asset management agreement between the client and LF Wealth Advisors.

Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of the billing period, then the prorated fee for that billing period is based on the value of the Account when services commence and is due immediately and will be deducted from Account when services commence.

The Asset Management & Allocation Program services continue in effect until terminated by either party by providing 30-day notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by LF Wealth Advisors to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Fees charged for our asset management services are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the complexity and unique characteristics of any non-traded assets within the Account, the services to be provided by the investment adviser representative, the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

For our asset management services, client will be charged by us an annual fee based upon the amount of assets under management (except for the non-traded assets subject to a flat fee). The following is a sample or illustrative annual fee schedule of LF Wealth Advisors using a tiered approach. (When using a tiered annual fee schedule, the annual fee is calculated by applying different rates to different portions of the assets under management.)

Sample or Illustrative Fee Schedule

<u>Amount of Assets under Management</u>	<u>Annual Asset Based Fees</u>
First \$500,000	1.25%
Next \$1,000,000	1.0%
Next \$3,000,000	0.9%
Next \$5,000,000	0.75%
Any Assets Thereafter	0.50%

The above is a sample or illustrative fee schedule, and LF Wealth Advisors will generally not exceed 1.50%. You should refer to your client agreement with LF Wealth Advisors for the exact or actual fee schedule that will apply to you.

Since Sub-Adviser(s) will charge Client fees in addition to and separate from LF Wealth Advisors' annual fee, the overall fees incurred by Client increase when Client or LF Wealth Advisors elects to use Sub-Adviser(s). Client may be required to enter into an agreement directly with the Sub-Adviser.

LF Wealth Advisors believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

At LF Wealth Advisors' discretion, LF Wealth Advisors may retain a third-party service provider to calculate the investment advisory fee that LF Wealth Advisor will charge the client for the billing period (based upon the executed client agreement... The investment advisory fees will be deducted from your account and paid directly to our firm by the qualified custodian(s) of your account. You will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to our firm.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Brokerage commissions and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. LF Wealth Advisors does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you may incur certain charges imposed by third parties other than LF Wealth Advisors in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by LF Wealth Advisors are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Additionally, LF Wealth Advisors offers asset management services, through our Asset Management & Allocation Program Services, which is a wrap fee management program. In our wrap fee management program, the fee for advisory services (including portfolio management or advice regarding selecting other investment advisers) and transaction services are provided for one fee. Whenever a fee is charged to a client for services described in this Wrap Fee Program Brochure, we will receive all of a portion of the fee charged.

Variable Sub-Account Management Services

Under this program, you will incur an annual investment advisory fee, which is based upon a percentage of the market value of your variable annuity and variable life contract under the management of LF Wealth Advisors.

Fees charged for our variable sub-account management services are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the complexity and unique characteristics of any assets within the sub-accounts, the services to be provided by the investment adviser representative, the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client. The annual fee for our variable sub-account management services is generally between .5% to 1.25%. The exact annual fee charged by LF Wealth Advisors will be agreed upon prior to commencing services and stated in the client agreement. The annual fee is paid quarterly in arrears and is calculated and due based upon the total value of your variable annuities and variable life contracts under management as of March 31, June 30, September 30 and December 31. The quarterly fee payments for the first and last billing periods are pro-rated to reflect the actual days that your variable annuities and variable life contracts were subject to management by LF Wealth Advisors.

You will have the option to pay directly the quarterly investment advisory fee to LF Wealth Advisors upon receiving an invoice, to have the investment advisory fee automatically deducted from an existing investment account designated by you, or to have the investment advisory fee automatically deducted from your variable annuity and/or variable life contract by your insurance company and paid to LF Wealth Advisors. If you choose to pay your investment advisory fees by automatic deduction from an existing investment account, you are required to provide the qualified custodian with written authorization to deduct the advisory fees.

Under this program, the insurance companies issuing your variable annuities and variable life contracts will charge management expenses in addition to the investment advisory fee charged by LF Wealth Advisors. In addition, your variable annuity and/or variable life contract may be subject to exchange fees and surrender charges. LF Wealth Advisors does not share in these fees charged by your insurance company. Please refer to the prospectus of your variable annuity and/or variable life contract for more details about the insurance company's management expenses and any exchange or surrender fees.

In the event that your investment adviser representative sold you the variable annuity and/or variable life contract in his or her separate capacity as a registered representative of a broker-dealer, your investment adviser representative most likely received commission and/or trail compensation for this transaction. This sales compensation is separate from and in addition to any investment advisory fee charged by LF Wealth Advisors. If your investment adviser representative received a commission for selling you a variable annuity or variable life contract, LF Wealth Advisors will not accept your variable annuity or variable life contract for management until it has been at least one year from the date of such sale.

You or LF Wealth Advisors may terminate this service for any reason by providing the other party with written notice, which will be effective five (5) days after receipt or at a later date as specified in the notice.

Financial Planning, Estate Planning, Business Planning and Consulting Services

Fees charged for our financial planning and consulting services are negotiable based upon the type of client, the services requested, the investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning and consulting services offered by LF Wealth Advisors.

Fees for Financial Planning Services

LF Wealth Advisors provides financial planning services under an hourly fee arrangement. An hourly fee in the range of \$250 to \$600 per hour (depending upon the investment adviser representative working with Client) is charged by LF Wealth Advisors for financial planning services provided under this arrangement. Before commencing financial planning services, LF Wealth Advisors provides an estimate of the approximate hours needed to complete the requested financial planning services. If LF Wealth Advisors anticipates exceeding the estimated amount of hours required, LF Wealth Advisors will contact you to receive authorization to provide additional services. Any unpaid hourly fees are due immediately upon completion and delivery of the financial plan.

LF Wealth Advisors also provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. There is a range in the amount of the fixed fee charged by LF Wealth Advisors for financial planning services. The minimum fixed fee is generally \$2,500, and the maximum fixed fee is generally no more than \$10,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with LF

Wealth Advisors. Upon completion and delivery of the financial plan, the fixed fee is considered earned by LF Wealth Advisors and any unpaid amount is immediately due.

LF Wealth Advisors provides financial planning and consulting services to clients who are currently receiving asset management services from LF Wealth Advisors for an asset management fee. If Client is currently receiving asset management services from LF Wealth Advisors for an asset management fee, LF Wealth Advisors waives any fees for financial planning services.

Although LF Wealth Advisors is not charging investment advisory fees for financial planning services when Client is paying an asset management fee, there are fees and expenses charged by mutual funds to their shareholders if Client invests in mutual funds due in part to the services under this Agreement. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee (known as 12(b)-1 fees). If the mutual fund also imposes sales charges, Client may pay an initial or deferred sales charge.

Likewise, although LF Wealth Advisors is not charging investment advisory fees for financial planning services under this Agreement, if Client decides to invest through a qualified custodian due in part to the services under this Agreement, the qualified custodian or broker-dealer executing certain transaction will charge commissions for implementing transactions.

The financial planning services terminate upon delivery of the written financial plan or upon either party providing the other party with written notice of termination.

If you terminate the financial planning services after entering into an agreement with us, you will be responsible for immediate payment of any financial planning services performed by LF Wealth Advisors prior to the receipt by LF Wealth Advisors of your notice of termination. For financial planning services performed by LF Wealth Advisors under an hourly arrangement, you will pay LF Wealth Advisors for any hourly fees incurred at the rates described above. For financial planning services performed by LF Wealth Advisors under a fixed fee arrangement, you will pay LF Wealth Advisors a pro-rated fixed fee equivalent to the percentage of work completed by LF Wealth Advisors as determined by LF Wealth Advisors. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by LF Wealth Advisors to you.

Fees for Estate Planning, Business Planning and/or Consulting Services

LF Wealth Advisors provides estate planning, business planning and consulting services under an hourly fee or fixed fee arrangement.

Under the hourly arrangement, an hourly fee in the range of \$250 to \$500 per hour (depending upon the investment adviser representative working with you) is charged by LF Wealth Advisors for consulting services provided under this arrangement. Before providing consulting service, LF Wealth Advisors will provide an estimate of the approximate hours needed to complete the consulting services. If LF Wealth Advisors anticipates exceeding the estimated amount of hours required, LF Wealth Advisors will contact you to receive authorization to provide additional services. When consulting services are provided on an hourly basis, the total amount of fees will vary depending upon the circumstances. As a result, there is a wide range in the amount of the fees that you incur. The standard billing dates and events of LF Wealth Advisors are the following: (1) the first business day of each calendar quarter; (2) the date or thereafter that LF Wealth Advisors substantially provides the agreed upon services; and (3) the date the engagement is terminated by either you or LF Wealth Advisors. Upon presentment of the invoice to you, LF Wealth Advisors will deduct the hourly fees due LF Wealth Advisors against your current retainer balance and you are required to pay immediately any outstanding balance of hourly fees due.

Under a fixed fee arrangement, a mutually agreed upon fixed fee is charged for consulting services under this arrangement. There is a range in the amount of the fixed fee charged by LF Wealth Advisors for consulting services. The minimum fixed fee for consulting services will be \$2,500, and maximum fixed fee for consulting services will be generally no more than \$10,000. The amount of the fixed fee for your engagement is specified in your consulting agreement with LF Wealth Advisors. The fixed fee will be considered earned by LF Wealth Advisors and immediately due from Client upon completion of the consulting services.

At our discretion, LF Wealth Advisors may offer to waive the fees for certain consulting services.

The estate planning, business planning and consulting services will terminate upon either you or LF Wealth Advisors providing the earlier of notice of termination to the other party or completion of the agreed upon service. In the event that you terminate consulting services at any time prior to completion of the agreed upon service, you will be responsible for immediate payment of any consulting work performed by LF Wealth Advisors prior to the receipt by LF Wealth Advisors of your notice of termination. For services performed by LF Wealth Advisors under an hourly arrangement, you will pay LF Wealth Advisors for any hourly fees incurred at the rates described above. For services performed by LF Wealth Advisors under a fixed fee arrangement, you will pay LF Wealth Advisors a pro-rated fixed fee equivalent to the percentage of work completed by LF Wealth Advisors as determined by LF Wealth Advisors.

Other Fee Terms for Financial Planning & Consulting Services

You should notify LF Wealth Advisors within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

To the extent LF Wealth Advisors engages an outside professional (i.e. attorney, independent investment adviser or accountant) while providing financial planning and consulting services to you, LF Wealth Advisors will be responsible for the payment of the fees for the services of such an outside professional, and you will not be required to reimburse LF Wealth Advisors for such payments. To the extent that you personally engage such an outside professional, this will be in addition and separate from the investment advisory fees charged by LF Wealth, you will be responsible for the payment of the fees for the services of such an outside professional, and LF Wealth Advisors will not be required to reimburse Client for such payments.

All fees paid to LF Wealth Advisors for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to LF Wealth Advisors and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

All fees paid to LF Wealth Advisors for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

If you retain LF Wealth Advisors to implement the recommendations provided under this service, LF Wealth Advisors may recommend load or no-load mutual funds that charge you 12(b)-1 fees.

All fees paid to LF Wealth Advisors for financial planning and consulting services are separate and distinct from the commissions charged by a broker-dealer or asset management fees charged by an investment adviser to implement such recommendations.

It should be noted that lower fees for comparable services may be available from other sources.

Retirement Plan Services

For retirement plan sponsor clients, LF Wealth Advisors will charge a fixed annual fee and/or annual asset-based fee that is calculated as a percentage of the value of plan assets as of the last business of previous billing period or first business day of current billing period as explained below. This fee is negotiable based upon the complexity of the plan, the size of the plan assets, the actual services requested, the representative providing the services and the potential for additional deposits. The exact amount of the fixed fee and asset-based fee will be specified in your agreement with LF Wealth Advisors.

For retirement plan sponsor clients, fees are billed in advance (at the start of the billing period) or in arrears (at the end of the billing period) on a calendar quarterly or monthly basis with any asset-based fee calculated based on the fair market value of the plan as of the last business day of the previous billing period. You should refer to the agreement between the Plan and LF Wealth Advisors as to whether the fee is billed in advance/arrears on a monthly/quarterly basis using last business day of previous billing period/first business day of current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period.

Clients can elect to have the fee deducted from their account or billed directly and due upon receipt of the billing notice. If clients elect to have the fee automatically deducted from an existing account, they are required to provide the custodian with written authorization to deduct the fees from the account and pay the fees to LF Wealth Advisors.

The services will terminate upon thirty (30) days following either party providing the other party with written notice. If services are terminated within five business days of signing the client agreement, services are terminated without penalty. Fees are prorated based on the number of days service is provided during the final billing period. Any prepaid but unearned fees are promptly refunded to the client at the effective date of termination.

LF Wealth Advisors does not reasonably expect to receive any other compensation, direct or indirect, for its Services. If we receive any other compensation for such services, we will (i) offset that compensation against our stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

Newsletters

Newsletters are provided to clients and prospective clients free of charge.

Seminars

No fees are charged for seminars. However, if we are hired by larger groups, such as corporations, we reserve the right to charge fees to cover the expenses incurred by us for presenting the seminars. In this case, all fees and payment provisions will be fully disclosed to you prior to the seminar being presented.

Workshops

Workshops are always provided free of charge.

eMoney Advisors

No fees will be charged for the eMoney services.

Additional Compensation

From time to time, LF Wealth Advisors may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance by investment adviser representatives at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made. LF Wealth Advisors and its investment adviser representatives endeavor at all times to put the interest of the clients first as a part of their fiduciary duty. However, clients should be aware that the receipt of additional compensation through nominal sales awards, expense reimbursements, etc. creates a conflict of interest that may impact the judgment of the investment adviser representatives when making advisory recommendations.

LF Wealth Advisors' associated persons sell securities in their separate capacity as registered representatives. Some of the associated persons are also independently licensed insurance agents and sell insurance products. They can earn commissions when selling these products.

Some of the advice offered by the associated persons involves investments in mutual fund products. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. The associated persons may receive a portion of these 12b-1 fees from some investment companies in their separate capacities as registered representatives of a broker-dealer. Clients should be aware that these 12b-1 fees come from fund assets and, thus, indirectly from client's assets. The receipt of these fees could represent an incentive for registered representatives to recommend funds with 12b-1 fees or higher 12b-1 fees over funds with no fees or lower fees, therefore creating a potential conflict of interest. The associated persons endeavor at all times to put the interest of the clients first as a part of their fiduciary duty. However, clients should be aware that the receipt of additional compensation through 12b-1 fees, and servicing fees, creates a conflict of interest that may impact the judgment of the associated persons when making advisory recommendations.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. *Item 6* is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

LF Wealth Advisors generally provides investment advice to the following types of clients:

- Individuals

- High net worth individuals
- Pension and profit sharing plans
- Trust, estates or charitable organizations
- Corporations or business entities other than those listed above

You are required to execute a written agreement with LF Wealth Advisors specifying the particular advisory services in order to establish a client arrangement with LF Wealth Advisors.

Minimum Investment Amounts Required

The minimum investment amount required for establishing an account managed by LF Wealth Advisors is \$500,000. The minimum investment amount for management and related fees may be negotiable under certain circumstances, such as its applicability to family members, employees, or employees of affiliated companies and their family members. For purposes of this section only, family member is defined as spouse, and/or minor children.

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

Methods of Analysis

LF Wealth Advisors uses the following methods of analysis in formulating investment advice:

Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.

Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

Top-Down Investing - This method involves evaluating the overall state of the economy (macroeconomic) and then further evaluating the various components and sub-components in greater detail. For example, after evaluating the high-level economic environment, either on a global or domestic scale, analysts further examine the various market and industrial sectors in order to select those areas that are forecasted to outperform the overall market. Analysts then further evaluate specific asset classes and the securities of specific companies to determine an allocation or portfolio.

Thematic - This method takes a “top-down” approach to investing and involves making investment decisions based on predictions about trends or other forward-looking criterion, rather than on past market performance and indicators or the fundamentals of a specific security. There are risks involved in using any analysis method.

To conduct analysis, LF Wealth Advisors gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

Investment Strategies

LF Wealth Advisors uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases - Investments held at least a year. Short term purchases. Investments sold within a year.

Trading - Investments sold within 30 days. Short sales. A short sale is generally the sale of a stock not owned by the investor. Investors who sell short believe the price of the stock will fall. If the price drops, the investor can buy the stock at the lower price and make a profit. If the price of the stock rises and the investor buys it back later at the higher price, the investor will incur a loss. Short sales require a margin account.

Margin transactions - When an investor buys a stock on margin, the investor pays for part of the purchase and borrows the rest from a brokerage firm. For example, an investor may buy \$5,000 worth of stock in a margin account by paying for \$2,500 and borrowing \$2,500 from a brokerage firm.

Option writing including covered options or spreading strategies - Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

Primarily Recommend One Type of Security

We do not primarily recommend one type of security to clients. Instead, we recommend any product that may be suitable for each client relative to that client’s specific circumstances and needs.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Liquidity Risk – Liquidity Risk is the risk stemming from the lack of immediate marketability (or an available market) of an investment that cannot be bought or sold quickly enough to meet the investor's immediate needs or to prevent or minimize a loss.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.
- Sector Risk – Concentrating assets in a given sector may disproportionately subject the portfolio to the risks of that industry, including loss of value because of economic recession, availability of credit, volatile interest rates, government regulation, and other factors.
- Underlying Fund/Fund of Funds Risk – A portfolio's risks are closely associated with the risks of the securities and other investments held by the underlying or subsidiary funds, and the ability of the portfolio to meet its investment objective likewise depends on the ability of the underlying funds to meet their objectives. Investment in other funds may

subject the portfolio to higher costs than owning the underlying securities directly because of their management fees.

Item 9 – Disciplinary Information

Brad Lawing signed an Acceptance, Waiver and Consent (AWC) which was accepted by the Financial Industry Regulatory Authority (FINRA) on November 7, 2017. At the time that the AWC was accepted, Brad Lawing was no longer registered with FINRA. Brad Lawing was found to have violated FINRA Rule 2010 by communicating securities business by a means his firm prohibited and could not monitor. Brad Lawing was also found to have violated FINRA Rule 2111 and 2010 by recommending shares of a business development company to three customers, but two of them did not satisfy the issuers' suitability standards and the third customer's investment resulted in overconcentration.

Brad Lawing was ordered to pay a fine of \$10,000. He was ordered to make restitution to two of the three affected customers in the amount of \$11,754 plus interest. In addition, Brad Lawing was suspended for five months from associating with any FINRA member firm in any capacity from November 20, 2017 through April 19, 2018. Brad Lawing paid the fine of \$10,000 and made restitution to the two clients in the total amount of \$12,255.87 in December 2017.

Item 10 – Other Financial Industry Activities and Affiliations

LF Wealth Advisors is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

Insurance Agent

You may work with your investment adviser representative in his or her separate capacity as an insurance agent. When acting in his or her separate capacity as an insurance agent, the investment adviser representative may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, your investment adviser representative in his or her separate capacity as an insurance agent, may suggest that you implement recommendations of LF Wealth Advisors by purchasing disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for the representative to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as an insurance agent. Consequently, the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative.

Prevail Innovative Wealth Strategies

Andrew F. Stafford is the President of Prevail Innovative Wealth Strategies, an unaffiliated Insurance Agency. When acting in this capacity, Andrew F. Stafford is compensated in the form of a salary as President of Prevail Innovative Wealth Strategies. He receives no other compensation or benefits outside of the benefits offered to all employees at Prevail Innovative Wealth Strategies in relation to their employment. Prevail Innovative Wealth Strategies, and LF Wealth Advisors are not affiliated.

Bradley C. Lawing is a 15% owner of Prevail Innovative Wealth Strategies, an unaffiliated Insurance Agency. Bradley C. Lawing is compensated by the profits of Prevail Innovative Wealth Strategies based on his ownership in the firm. The receipt of this compensation affects the judgment of Bradley C. Lawing when recommending insurance products to his clients. While Bradley C. Lawing endeavors at all times to put the interest of his clients first as a part of LF Wealth Advisors' overall fiduciary duty to clients, clients should be aware that the receipt of profits from Prevail Innovative Wealth Strategies itself creates a conflict of interest and may affect Bradley C. Lawing's decision-making process when making recommendations. Clients are never obligated or required to purchase insurance products from or through Bradley C. Lawing.

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

Code of Ethics Summary

LF Wealth Advisors has established a Code of Ethics that will apply to all of its associated persons. As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. LF Wealth Advisors has a fiduciary duty to all clients. This fiduciary duty is considered the core underlying principle for our Code of Ethics which also covers our Insider Trading and Personal Securities Transactions Policies and Procedures. LF Wealth Advisors has the responsibility to make sure that the interests of all clients are placed ahead of LF Wealth Advisors' own investment interest. Full disclosure of all material facts and potential conflicts of interest will be provided to clients prior to any services being conducted. LF Wealth Advisors will conduct business in an honest, ethical and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This section is intended to provide clients with a summary of LF Wealth Advisors' Code of Ethics. Clients may receive a complete copy of the Code of Ethics upon request.

Affiliate and Employee Personal Securities Transactions Disclosure

LF Wealth Advisors or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of LF Wealth Advisors that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. LF Wealth Advisors and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.

- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an “insider”.
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of LF Wealth Advisors.

Any associated person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

Clients are under no obligation to act on the financial planning recommendations of LF Wealth Advisors. If the firm assists in the implementation of any recommendations, we are responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions considered, the transaction execution is in your best interest. When considering best execution, we look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with our existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

We exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back-office services, technology and pricing of services offered.

Brokerage Recommendations

LF Wealth Advisors recommends that you establish brokerage accounts with TD Ameritrade through their Institutional Platform. TD Ameritrade, Inc. (“TD Ameritrade”) is a member of FINRA/SIPC/NFA. TD Ameritrade is an independent (and unaffiliated) SEC-registered broker-dealer and is recommended by LF Wealth Advisors to maintain custody of clients' assets and to effect trades for their accounts.

At least annually, we will review alternative custodians in the marketplace for comparison to the currently used custodian, evaluating criteria such as overall expertise, cost competitiveness, and financial condition. Quality of execution for custodians will be reviewed through trade journal evaluations.

LF Wealth Advisors is independently owned and operated and not affiliated with TD Ameritrade.

The primary factor in suggesting a broker/dealer or custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration.

The trading process of any broker/dealer and money manager suggested by LF Wealth Advisors must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker/dealer.

TD Ameritrade, Inc. provides us with access to their institutional trading and custody services, which are typically not available to retail investors. These services generally are available to independent investment advisors at no charge to them so long as the independent investment advisors maintain a minimum amount of assets with the custodian.

TD Ameritrade does not charge separately for custody but is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed by recommended money managers through the custodian or that settle into a custodian account.

These benefits include, but are not necessarily limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; the ability to have investment advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are generally only available to institutional investors.

TD Ameritrade, Inc. also makes available to us other products and services that benefit our firm but may not benefit clients' accounts. Some of these other products and services assist us in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); provide research, pricing information and other market data; facilitate payment of the firm's fees from its clients' accounts; and assist with back-office functions; record keeping and client reporting. Many of these services generally may be used to service all or a substantial number of our accounts, including accounts not maintained at a recommended custodian. LF Wealth Advisors is also providing other services intended to help our firm manage and further develop our business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing.

Specifically, LF Wealth Advisors participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. LF Wealth Advisors receives some benefits from TD Ameritrade through its participation in the program. *(Please see the disclosure under Item 14 below.)*

For fiduciary management services to qualified retirement plans, the Plan Sponsor has the option to choose the platform through which Plan and participant investment transactions will be executed. The available platform options for which LF may provide advisory services include ADP Retirement Services, BMO Global Asset Management, Empower Retirement, Fidelity, MassMutual Financial Group, Newport Group, Ohio National, OneAmerica, Paychex, Inc., Pershing LLC, Principal Financial, Prudential, T. Rowe Price, TD Ameritrade, Transamerica Retirement Solutions, and through other Plan administrator firms, custodians, and record keepers that clear through Fidelity, Matrix Financial Solutions, Inc., Mid Atlantic Trust Company, Reliance Trust Company, , State Street, and Wilmington Trust. LF and/or QPA provide Qualified Retirement Plan Advisers, Plan Sponsor and Trustee services subject to the limitations and restrictions imposed by the applicable platform chosen by the Plan.

Directed Brokerage

Client will direct LF Wealth Advisors to use a particular broker-dealer or other custodian as indicated on Addendum I. Client understands that LF Wealth Advisors may not be able to obtain the best prices and execution for the transaction. Under a client-directed brokerage arrangement, Client may receive less favorable prices than would otherwise be the case if Client had not designated a particular broker-dealer or custodian. Directed brokerage account trades are generally placed by LF Wealth Advisors after effecting trades for other clients of LF Wealth Advisors.

Soft Dollar Benefits

An investment adviser receives soft dollar benefits from a broker-dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer. LF Wealth Advisors does not have a soft dollar agreement (pursuant to Section 28(e) of the Securities Exchange Act of 1934, as amended) with a broker-dealer or a third-party including TD Ameritrade; however, LF Wealth receives certain products and services from TD Ameritrade as described above.

Handling Trade Errors

LF Wealth Advisors has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of LF Wealth Advisors to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by LF Wealth Advisors if the error is caused by LF Wealth Advisors. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. LF Wealth Advisors may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

LF Wealth Advisors will never benefit or profit from trade errors.

Block Trading Policy

We may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when LF Wealth Advisors believes such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

LF Wealth Advisors uses the average price allocation method for transaction allocation.

Under this procedure LF Wealth Advisors will calculate the average price and transaction charges for each transaction included in a block order and assign the average price and transaction charge to each allocated transaction executed for the client's account.

If and when we determine to aggregate client orders for the purchase or sale of securities, including securities in which LF Wealth Advisors or our associated persons may invest, we will do so in accordance with the parameters set forth in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our associated persons receive any additional compensation as a result of block trades.

Agency Cross Transactions

Our associated persons are prohibited from engaging in agency cross transactions, meaning we cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

Item 13 – Review of Accounts

Account Reviews and Reviewers

The markets and portfolio securities managed by LF Wealth Advisors are monitored on an ongoing basis. The underlying Accounts managed by LF Wealth Advisors are reviewed at least quarterly; while the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change in strategy and objectives have changed. Reviews are conducted by assigned investment adviser representative of record, with reviews performed in accordance with your investment goals and objectives.

Our financial planning services terminate upon the presentation of the written plan. Our financial planning and consulting services do not include monitoring the investments of your account(s), and therefore, there is no ongoing review of your account(s) under such services.

Statements and Reports

For our asset management services, you are provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian. Additionally, LF Wealth Advisors may provide position or performance reports at meetings with you and upon request. Additionally, LF Wealth Advisors may provide position or performance reports to you upon request.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by LF Wealth Advisors.

You are encouraged to always compare any reports or statements provided by us against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

LF Wealth Advisors does not directly or indirectly compensate any person for client referrals.

The only compensation received from advisory services is the fees charged for providing investment advisory services as described in *Item 5* of this Disclosure Brochure. LF Wealth Advisors receives no other forms of compensation in connection with providing investment advice.

However, as disclosed under *Item 12* above, LF Wealth Advisors participates in TD Ameritrade's institutional customer program and Adviser may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between LF Wealth Advisors' participation in the program and the investment advice it gives to its clients, although we receive economic benefits that are typically not available to TD Ameritrade retail investors through our participation in the program. 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 our 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; and discounts on compliance, marketing, research, technology, and practice management products or services provided to LF Wealth Advisors by third-party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade through the program may benefit LF Wealth Advisors but may not benefit your accounts. These products or services may assist LF Wealth Advisors in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help LF Wealth Advisors manage and further develop its business enterprise. The benefits received by LF Wealth Advisors or our 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, we endeavor at all times to put clients' interests first. You should be aware, however, that the receipt of economic benefits by LF Wealth Advisors or our related persons in and of itself creates a potential conflict of interest and may indirectly influence LF Wealth Advisors' choice of TD Ameritrade for custody and brokerage services.

LF Wealth Advisors 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 access to on-line investment research services at no cost. TD Ameritrade provides the Additional Services to LF Wealth Advisors in its sole discretion and at its own expense, and we do not pay any fees to TD Ameritrade for the Additional Services. LF Wealth Advisors and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

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

Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

LF Wealth Advisors is deemed to have custody of client funds and securities whenever LF Wealth Advisors is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody LF Wealth Advisors will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which LF Wealth Advisors is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from LF Wealth Advisors. When clients have questions about their account statements, they should contact LF Wealth Advisors or the qualified custodian preparing the statement.

Item 16 – Investment Discretion

When providing asset management services, LF Wealth Advisors maintains trading authorization over your Account and can provide management services on a **discretionary** basis upon receiving written authorization from you. When discretionary authority is granted, we will have the authority to determine the type of securities and the amount of securities that can be bought or sold for your portfolio without obtaining your consent for each transaction.

If you decide to grant trading authorization on a **non-discretionary** basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations and we may not achieve the optimal trading price.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to LF Wealth Advisors so long as the limitations are specifically set forth or included as an attachment to the client agreement.

For sub-account management services, when discretionary authority has been granted in writing by you, LF Wealth Advisors will exercise limited discretionary authority to exchange sub-accounts available in the variable annuity and/or variable life contract without contacting you in advance to obtain your consent for each exchange. Under our sub-account management services, you have the ability to place reasonable restrictions on the available sub-accounts utilized by LF Wealth Advisors. You may also place reasonable limitations on the discretionary power granted to LF Wealth Advisors so long as the limitations are specifically set forth or included as an attachment to the client agreement.

For sub-account management services, upon receiving written authorization, LF Wealth Advisors will maintain trading authorization over your accounts. Upon receiving written authorization from you, we may implement trades on a non-discretionary basis. This means we will be required to contact you prior to implementing changes in your account. However, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold.

Client may also grant LF Wealth Advisors discretionary authority (without first consulting with Client) to establish and/or terminate a relationship with a Sub-Adviser for purposes of managing the Account or a portion of the Account determined by LF Wealth Advisors. When granting LF Wealth Advisors with hire/fire authority of Sub-Advisor(s), Client will also grant the Sub-Adviser selected by LF Wealth Advisors with the discretionary authority (in the sole discretion of the Sub-Adviser without first consulting with Client) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the Account managed by the Sub-Adviser. Additionally, Client will grant the Sub-Adviser selected by LF Wealth Advisors with the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes LF Wealth Advisors to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of Sub-Adviser's authority under this Agreement.

Item 17 – Voting Client Securities

LF Wealth Advisors does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. However, you will have the ultimate responsibility for making all proxy-voting decisions.

Class Action Lawsuits

You retain the right under applicable securities laws to initiate individually a lawsuit or join a class-action lawsuit against the issuer of a security that was held, purchased or sold by or for you. LF Wealth Advisors does not initiate such a legal proceeding on behalf of clients and does not provide legal advice to clients regarding potential causes of action against such a security issuer and whether the client should join a class-action lawsuit. We recommend that you seek legal counsel prior to making a decision regarding whether to participate in such a class-action lawsuit. LF Wealth Advisor's services do not include monitoring or informing clients of any potential or actual class-action lawsuits against the issuers of the securities that were held, purchased or sold by or for client. Upon your specific instruction, we may

provide assistance to you regarding an investment history related to the security underlying the individual, or class-action, lawsuit and may provide assistance with the completion of this portion of certain class-action paperwork. At no time should such assistance be deemed as a substitute for consulting with legal counsel.

Item 18 – Financial Information

This *Item 18* is not applicable to this brochure. LF Wealth Advisors does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, LF Wealth Advisors has not been the subject of a bankruptcy petition at any time.

No Arrangement with Issuer of Securities

LF Wealth Advisors and its management do not have any relationship or arrangement with any issuer of securities.

Item 19 – Requirements for State-Registered Advisers

Executive Officer and Management Personnel

Andrew Stafford

Educational Background:

University of Kansas, Years attended 1993 - 1997

Business Experience:

LF Wealth Advisors, LLC, Chief Compliance Officer, Investment Advisor Representative, 08/2017 to Present
Prevail Innovative Wealth Strategies, LLC, President, 07/2017 to Present
Cambridge Investment Research, Inc., Registered Representative, 07/2010 to 08/2017
Lawing Financial, Inc., Investment Adviser Representative, 07/2013 to 08/2017
Lawing Financial, Inc., Chief Operating Officer/Insurance Agent, 02/2013 to 08/2017
Factory Motor Parts, Executive Director of National Accounts, 01/2012 to 03/2013
Factory Motor Parts, Vice President of Aftermarket Sales, Western Region, 03/2007 to 01/2012

Other Business Activities

See *Item 10 – Other Financial Industry Activities and Affiliations*.

Performance Based Fees

As previously disclosed in *Item 6*, LF Wealth Advisors, LLC does not charge or accept performance-based fees.

Arbitrations

LF Wealth Advisors, LLC and its management have not been involved in any arbitration.

Arrangement with Issuer of Securities

LF Wealth Advisors, LLC and its management do not have any relationship or arrangement with any issuer of securities.

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