

**Item 1: Cover Sheet**

**FORM ADV PART 2A  
INFORMATIONAL BROCHURE**



**P R E S P E R**  
**FINANCIAL ARCHITECTS**

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**This brochure provides information about the qualifications and business practices of Presper Financial Architects, LLC. If you have any questions about the contents of this brochure, please contact us at 330-253-6000 or via email at [hello@presperfinancial.com](mailto:hello@presperfinancial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Our registration does not imply a certain level of skill or training.**

**Additional information about Presper Financial Architects, LLC (CRD# 297538) is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Item 2:        Statement of Material Changes**

Presper Financial Architects, LLC is required to disclose any material changes to this ADV Part 2A here in Item 2. This ADV Part 2A is being submitted as an initial registration and therefore there are no material changes to report.

**Item 3: Table of Contents**

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## INFORMATIONAL BROCHURE

Presper Financial Architects, LLC

### **Item 4:       Advisory Business**

Presper Financial Architects, LLC (“PFA”) has been in business as an independently registered investment adviser since August, 2018, however, the Firm’s principals have been in business operating under Presper Financial Architects since 2017. Tom Presper and Sonya Presper are the firm’s principal owners.

PFA provides personalized financial planning and asset management services to individuals, families, trusts, charitable organizations and foundations, pensions and corporations. Our mission is to improve our clients’ financial well-being and lives. We strive to know more about each client and their situation than anyone else, so that we can make a meaningful impact on their lives.

#### *Financial Planning*

PFA’s focus is on assisting clients as they prepare for and ultimately experience the major transitions in their lives. For many clients, the only life transition that merits preparation is retirement, however, PFA believes that not only are there other major transitions, but preparing for those as well can assist clients in their planning for retirement. For example, preparation in advance for a child with special needs can mean increased cash flow which in turn can help save for retirement. Other examples of transitions include marriage, divorce, death of a spouse, receipt of an inheritance, career changes, sale of a business, and retirement.

The first step in working with PFA is to gather information about the client, their goals and their current circumstances. PFA will request clients to provide documents regarding their income, tax status, savings, and investments, among other requests. Clients will engage with PFA in a series of conversations and meetings where the client learns about PFA’s thought process and methods, and PFA gathers information needed to develop a proposed plan for moving forward. After this initial series of meetings, PFA will begin to review, research, and prepare a financial plan for the client for an agreed upon fee. This financial plan is presented at a separate meeting, where the client reviews the plan and considers whether to engage the Firm in other services such as management of the client’s portfolio. Ultimately the financial plan forms the map from which both the client and PFA take direction throughout the engagement.

#### *Asset Management*

When we perform asset management services, we will do so on a discretionary basis. This means that while we will continue an ongoing relationship with each client, being involved in various stages of their lives and decisions to be made, we will not seek specific approval of changes to the securities in client accounts. Clients can always make deposits or withdrawals in their accounts at any time. Because we take discretion when managing accounts, clients engaging us will be asked to execute a Limited Power of Attorney (granting us the discretionary authority over the client accounts) as well as an agreement that outlines the responsibilities of both the client and PFA. This Limited Power of Attorney does not grant PFA the authority to make any withdrawals or transfers in or out of a client accounts. Such transfers will only be made at the specific direction of the client. Advisory services are tailored to the specific needs of an individual client. Clients may place reasonable restrictions on the management of assets, including specific securities or types of securities. However, clients

should understand that significant restrictions cannot only decrease the ability of PFA to meet the client's goals, but also increase the costs associated with managing the client's portfolio.

In very limited cases, PFA provides investment management services on a non-discretionary basis, which means we will manage the clients' accounts as we do for our discretionary clients, except we will consult with the client prior to implementing any investment recommendation. Clients should be aware that some recommendations may be time-sensitive, and, as such, their performance may or may not be affected if PFA is unable to reach them on a timely basis.

Each client's portfolio will be invested according to that client's investment objectives. PFA determines these objectives with the client through reviewing client provided documents, client interviews and/or asking the client to put these objectives in writing. Once we ascertain your objectives for each account, we will develop a portfolio we believe will best fit your needs. This means allocating assets to one or more of our investment programs. The investment programs are not investment products. Clients may have different needs than others within the same investment program. Accordingly, not all clients in each investment program will have the exact same percentages of each underlying investment.

The investment programs that we recommend are based on the needs of the client as compared with the typical behavior of that security type or manager, current market conditions, the client's current financial situation (including assets that may be managed by another advisor), financial goals, and the timeline to meet those goals. Because we develop an investment strategy based on your personal situation and financial goals, your asset allocation guidelines may be similar to or different from another client.

#### *Wrap Program*

PFA recommends that investment accounts be held in custody by TD Ameritrade Institutional, a division of TD Ameritrade, member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers enhanced services to independent investment advisors. These services include custody of securities, trade execution platforms, and access to research not available to the general public. TD Ameritrade is wholly independent from PFA. It is expected that most, if not all, transactions in a given client account will be cleared through the custodian of that account in its capacity as a broker-dealer.

For some clients, PFA may include certain transactional costs in the client's management fee. This arrangement is referred to a "Wrap Program". For accounts in the Wrap Program, PFA pays a fee to the account custodian based on the total amount of client assets enrolled in the Wrap Program, thus taking on many of the clients' transactions cost. Fees included in the wrap fee include transaction fees for the purchase or sale of securities, but do not include expenses related to the use of margin, wire transfer fees, the fees charged to shareholders of mutual funds or ETFs, mark-ups and mark-downs, spreads, odd-lot differentials, fees charged by regulatory agencies, and any transaction fees for securities trades executed by a broker-dealer other than the primary custodian. Expenses for the management fees of third party managers are also not included in the Wrap Program, and to the extent utilized, you will be responsible for such fees. There is no difference between how PFA manages wrap free accounts and how PFA manages other accounts.

Because of the nature of a wrap fee program, where wrap fees are not tied to an account's frequency of trading and apply to generally all assets in the account, the wrap fee program client may pay more or less than if the client had compensated PFA outside of the wrap fee program. For example, if a client's account is rarely traded, the transaction fees the client would have paid would be minimal,

thus limiting the benefits of “wrapping” management fees and transaction fees. Clients whose accounts will be rarely traded should carefully consider whether the Wrap Program is appropriate. Clients are not required to participate in the Wrap Program.

PFA is the sole portfolio manager in the wrap program, which means that PFA receives a portion of the wrap fee for our services. Transaction fees are paid to various broker-dealers, mutual funds and ETFs. The remainder of the wrap fee is the management fee payable to PFA. As discussed more fully in the wrap brochure, the transaction fees paid to the account custodian are based on a rate per trade that is negotiated between PFA and the custodian clearing the trades. PFA will receive no additional compensation for offering the wrap fee program.

Clients whose assets are invested through the PFA Wrap Program should please see the separate Wrap Fee Brochure for a more complete description of the Wrap Program.

#### *Financial Consulting*

PFA may provide additional financial consulting service on an hourly basis. Clients are required to enter into a written agreement with PFA setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to PFA commencing services.

#### Financial Institution Consulting Services

PFA may contract directly with and receive payments from broker/dealers, insurance companies, investment companies, and other registered investment advisers to provide investment advisory consulting services to the clients of those contracted financial institutions. Such contractual engagements do not include assuming discretionary authority over brokerage accounts or the monitoring of securities positions. Services offered to financial institution clients may include a general review of client investments holdings, which may or may not result in PFA’s investment adviser representatives making specific securities recommendations or offering general investment advice.

#### Assets Under Management

As of this date, PFA has approximately \$149,800,000 of assets under management across 1,085 accounts all managed on a discretionary basis.

### **Item 5: Fees and Compensation**

#### **A. Fees Charged**

All asset management clients will be required to execute an Investment Management Agreement that will describe the type of management services to be provided and the fees, among other items. Clients are advised that they may pay fees that are higher or lower than fees they may pay another advisor for the same services, and may in fact pay lower fees for comparable services from other sources. Clients are under no obligation at any time to engage, or to continue to engage, PFA for investment services. If you do not receive a copy of this brochure at least 48 hours prior to the execution of an Agreement, you may terminate the agreement within the first five (5) business days without penalty.

### Financial Planning

Clients engaging the Firm for financial planning services may do so on an hourly or fixed fee basis. The hourly rate ranges from \$100 to \$350 per hour. Fixed fees range from \$500 to \$1500 per plan. However, these fees are just guidelines, subject to change according to the complexity of the plan and the specific client's circumstances, because some clients have more challenging issues than others. These complexities may not necessarily correlate with greater net worth. At the discretion of PFA, financial planning fees received may or may not be credited towards a client's asset management fees incurred during the first year of the client engagement.

### Asset Management

PFA provides investment management services for an annual fee based upon a percentage of the assets being managed by PFA. This asset based fee typically varies between 1.00% and 0.10% depending on the amount of assets under management. PFA's tiered fee schedule is as follows

<u>PORTFOLIO VALUE</u>	<u>BASE FEE</u>
Up to \$1,000,000	1.0%
Between \$1,000,001 - \$2,499,999	0.7%
Between \$2,500,000 - \$4,999,999	0.35%
Over \$5,000,000	0.1%

For example, a client with \$10 million under PFA's management would pay 1.00% per year on the first \$1,000,000 under management (\$10,000), 0.7% per year for the amounts between \$1,000,001 and \$2,499,999 (\$10,500), 0.35% per year for the amounts between \$2,500,000 and \$4,999,999 (\$8,750), and 0.1% per year for the amounts above \$5,000,000 (\$5,000) for a total of \$34,250 (or a blended rate of 0.3425%) per year. The maximum annual fee paid by any client shall not exceed \$36,000.

Fees are negotiable, and may be higher or lower than this range, based on the nature of the account. Factors affecting fee percentages include the size of the account, complexity of asset structures, and other factors. All clients, but especially those with smaller accounts, should be advised they may receive similar services from other professionals for higher or lower overall costs.

### Financial Consulting

Financial consulting is done on an hourly fee basis. Hourly fees will be between \$100 and \$350 per hour. The fee range stated is a guide. Fees may be higher or lower than this range, based on the nature of the engagement. Fees are negotiable, and will depend on the anticipated complexity of the project.

#### B. Fee Payment

### Financial Planning & Financial Consulting:

Financial Life Planning and Financial Consulting fees will be due upon receipt of invoice from PFA. In many cases, clients will be asked to put forth a retainer at the onset of the engagement which may be up to 50% of the expected final cost.

### Asset Management:

For clients whose assets are managed by the firm, investment advisory fees will be debited directly from each client's account. The advisory fee is paid quarterly, in advance, based upon the market value of the assets being managed by PFA on the last day of the previous billing period as valued by the custodian of your assets. For example, if your annual fee is 1.00%, each quarter we will multiply the value of your account on the last day of the previous billing period by 1.00%, then divide by four to calculate our fee. To the extent there is cash in your account, it will be included in the value for the purpose of calculating fees. Once the calculation is made, we will instruct your account custodian to deduct the fee from your account and remit it to PFA. While almost all of our clients choose to have their fee debited from their account, we will invoice clients upon request.

For the initial quarter, the fee is calculated on a *pro rata* basis, meaning clients will pay a fee based on the number of days left in the quarter in which they engage the Firm. In the event the advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding or unearned portion of the fee is charged or refunded to the client, as appropriate.

Clients whose fees are directly debited will provide written authorization to debit advisory fees from their accounts held by a qualified custodian. Each month, clients will receive a statement from their account custodian showing all transactions in their account, including the fee. Fees are calculated by PFA and not independently calculated by the custodian. Clients should carefully review their statements, including the fee amounts, and let the Firm know of any questions.

### C. Other Fees

There are a number of other fees that can be associated with holding and investing in securities. For clients participating in PFA's Wrap Program, these include some fees that may be paid by PFA on your behalf, such as transaction fees for the purchase or sale of a mutual fund or Exchange Traded Fund, or commissions for the purchase or sale of a stock, as discussed above. All other fees will be deducted from your account. Expenses of a fund will not be included in management fees, as they are deducted from the value of the shares by the mutual fund manager. When selecting mutual funds that have multiple share classes for recommendation to clients, PFA will take into account the internal fees and expenses associated with each share class, and it is PFA policy to choose the lowest-cost share class, absent circumstances that dictate otherwise. For complete discussion of expenses related to each mutual fund, you should read a copy of the prospectus issued by that fund. PFA can provide or direct you to a copy of the prospectus for any fund that we recommend to you.

Please make sure to read Item 12 of this informational brochure, where we discuss broker-dealer and custodial issues.

### D. *Pro-rata* Fees

If you become a client during a quarter, you will pay a management fee for the number of days left in that quarter. If you terminate our relationship during a quarter, you will be entitled to a refund of any management fees for the remainder of the quarter. Once your notice of termination is received, we will assess pro-rated fees for the number of days between the end of the prior billing period and the date of termination to be paid in whatever way you direct (check, wire). PFA will cease to perform services, including processing trades and distributions, upon termination. Assets not transferred from terminated accounts within 30 (thirty) days of termination may be "de-linked", meaning they will no



longer be visible to PFA and will become a retail account with the custodian.

If you terminate our relationship before the completion of the financial plan, any unearned fees will be returned to you on a pro rata basis.

E. Compensation for the Sale of Securities.

This is not applicable.

#### **Item 6: Performance-Based Fees**

PFA will not charge performance based fees.

#### **Item 7: Types of Clients**

Clients advised may include individuals, families, trusts, charitable organizations and foundations, pensions and corporations. PFA requires each client to place at least \$25,000 with the firm. This minimum may be waived at the discretion of PFA.

#### **Item 8: Methods of Analysis, Investment Strategies and Risk of Loss**

It is important for you to know and remember that all investments carry risks. **Investing in securities involves risk of loss that clients should be prepared to bear.**

- Each client's portfolio will be invested according to that client's investment objectives, which are typically ascertained through the financial planning process for those clients who were introduced to the firm and began with such services. For other clients, information regarding investment objectives will be obtained through client interviews and documents provided by the client. Once we ascertain your objectives for each account, we will work with you to ascertain your associated risk tolerance level. We then develop a set of asset allocation guidelines, and client assets will be invested in one or a combination of our proprietary investment models. We use predominately fundamental analysis. We subscribe to and utilize several 3<sup>rd</sup> party research platforms and investment commentary services. Our conclusions are based on findings from these services along with predominantly publicly available research, such as regulatory filings, press releases, competitor analyses, and in some cases research we receive from our custodian or other market analyses.

We may periodically recommend changes to the investment strategies and client portfolios to meet the guidelines of the asset allocation for the program or an individual client's objectives. It is important to remember that because market conditions can vary greatly, your asset allocation guidelines are not necessarily strict rules. Rather, we review accounts individually, and may deviate from the guidelines as we believe necessary. We may utilize both active and passive portfolios depending on the client's objectives.

There are no limits to the types of securities that may be placed in a strategy, or that PFA may evaluate for a client or for inclusion in a strategy. However, investments most typically include individual securities including individual equities, mutual funds, and fixed income.

When PFA makes changes to an investment strategy, these changes may not be made simultaneously. Rather, some accounts may be modified before others. This may result in accounts being traded earlier inadvertently having an advantage over accounts traded later.

PFA offers a variety of models consisting of a target allocation to proprietary investment sleeves. Each sleeve holds a specific selection of stocks, mutual funds, exchange traded funds, and fixed income investments. Each specific model is broken down into a selection of sub-strategies. The strategies of the models are as follows:

**Conservative-** This strategy is best suited for investors who are risk adverse and/or not well-positioned to assume market risk. The portfolios are allocated with fixed income as the primary focus. The main goal is to provide capital preservation and income through less volatile, dividend focused securities.

**Balanced-** This strategy is best suited for defensive investors who seek growth as a secondary goal/objective. The portfolio typically has an equal weighting between equities and fixed income. The main goal is to provide investors with lower volatility and help keep pace with inflation.

**Moderate-** This strategy is best suited for investors who are growth oriented, yet prefer to have fixed income included in the strategy to offset volatility. The portfolios are allocated to a mixture of equities and fixed income investments with a goal of providing more exposure to adequate growth opportunities with a reduced focus on fixed income.

**Growth-** This strategy is best suited for investors who are willing to assume more volatility, or those with a longer-term investment horizon. The portfolios are allocated to lean toward a heavier equity allocation and a lesser allocation to fixed income. This category will experience the greatest volatility. Its main goal is to provide investors with growth commensurate to the risk assumed.

Additionally, as assets are transitioned from a client's prior advisors to PFA, clients may hold legacy securities and may place restrictions on individual security types. Legacy securities are those that a client owned prior to or separate from its PFA portfolio. If a client transitions mutual fund shares to PFA that are not the lowest-cost share class, and PFA is not recommending disposing of the security altogether, PFA will attempt to convert such mutual fund share classes into the lowest-cost share classes the client is eligible for, taking into account any adverse tax consequences associated with such conversion.

Depending on a client's given circumstances, PFA may recommend that a client rollover retirement plan assets to an Individual Retirement Account (IRA) managed by us. As a result, PFA may earn fees on those accounts. This presents a conflict of interest, as PFA has a financial incentive to recommend that a client roll over retirement assets into an IRA we will manage. This conflict is disclosed to clients verbally and in this brochure. Clients are also advised that they are under no obligation to implement the recommendation to roll over retirement plan assets. PFA attempts to mitigate this conflict by requiring that all investment recommendations have a sound basis for the recommendation, and by requiring employees to acknowledge their fiduciary responsibility toward each client.

Additionally, part of the PFA process includes, where appropriate, involving multiple generations in order to facilitate family financial planning. This can increase the financial education of the later generations and manage expectations. However, potential for conflicts of interest exist with the exchange of intergenerational information. PFA attempts to minimize these conflicts by treating

each household as its own fiduciary relationship. Information can only be shared across generations with each household's consent.

### Risk of Loss

There are always risks to investing. **Clients should be aware that all investments carry various types of risk including the potential loss of principal that clients should be prepared to bear.** It is impossible to name all possible types of risks. Among the risks are the following:

- **Political Risks.** Most investments have a global component, even domestic stocks. Political events anywhere in the world may have unforeseen consequences to markets around the world.
- **General Market Risks.** Markets can, as a whole, go up or down on various news releases or for no understandable reason at all. This sometimes means that the price of specific securities could go up or down without real reason, and may take some time to recover any lost value. Adding additional securities does not help to minimize this risk since all securities may be affected by market fluctuations.
- **Currency Risk.** When investing in another country using another currency, the changes in the value of the currency can change the value of your security value in your portfolio.
- **Regulatory Risk.** Changes in laws and regulations from any government can change the value of a given company and its accompanying securities. Certain industries are more susceptible to government regulation. Changes in zoning, tax structure or laws impact the return on these investments.
- **Tax Risks Related to Short Term Trading:** Clients should note that PFA may engage in short-term trading transactions. These transactions may result in short term gains or losses for federal and state tax purposes, which may be taxed at a higher rate than long term strategies. PFA endeavors to invest client assets in a tax efficient manner, but all clients are advised to consult with their tax professionals regarding the transactions in client accounts.
- **Purchasing Power Risk.** Purchasing power risk is the risk that your investment's value will decline as the price of goods rises (inflation). The investment's value itself does not decline, but its relative value does, which is the same thing. Inflation can happen for a variety of complex reasons, including a growing economy and a rising money supply.
- **Business Risk.** This can be thought of as certainty or uncertainty of income. Management comes under business risk. Cyclical companies (like automobile companies) have more business risk because of the less steady income stream. On the other hand, fast food chains tend to have steadier income streams and therefore, less business risk.
- **Financial Risk.** The amount of debt or leverage determines the financial risk of a company.
- **Default Risk.** This risk pertains to the ability of a company to service their debt. Ratings provided by several rating services help to identify those companies with more risk. Obligations of the U.S. government are said to be free of default risk.
- **Information Risk.** All investment professionals rely on research in order to make conclusions about investment options. This research is always a mix of both internal (proprietary) and external (provided by third parties) data and analyses. Even an adviser who says they rely solely on proprietary research must still collect data from third parties. This data, or outside research is chosen for its perceived reliability, but there is no guarantee that the data or research will be completely accurate. Failure in data accuracy or research will translate to a compromised ability by the adviser to reach satisfactory investment conclusions.
- **Margin Risk.** "Margin" is a tool used to maximize returns on a given investment by using securities in a client account as collateral for a loan from the custodian to the client. The proceeds of that loan are then used to buy more securities. In a positive result, the additional securities provide additional return on the same initial investment. In a negative result, the additional securities provide

additional losses. Margin therefore carries a higher degree of risk than investing without margin. Any client account that will use margin will do so in accordance with Regulation T. PFA may utilize margin on a limited basis for clients with higher risk tolerances.

- **Short Sales.** “Short sales” are a way to implement a trade in a security PFA feels is overvalued. In a “long” trade, the investor is hoping the security increases in price. Thus in a long trade, the amount of the investor’s loss (without margin) is the amount paid for the security. In a short sale, the investor is hoping the security decreases in price. However, unlike a long trade where the price of the security can only go from the purchase price to zero, in a short sale, the price of the security can go infinitely upwards. Thus in a short sale, the potential for loss is unlimited and unknown, where the potential for loss in a long trade is limited and knowable. PFA utilizes short sales only when the client’s risk tolerances permit.

- **Risks specific to private placements, sub-advisors and other managers.** If we invest some of your assets with another advisor, including a private placement, there are additional risks. These include risks that the other manager is not as qualified as we believe them to be, that the investments they use are not as liquid as we would normally use in your portfolio, or that their risk management guidelines are more liberal than we would normally employ.

- **Small Companies.** Some investment opportunities in the marketplace involve smaller issuers. These companies may be starting up, or are historically small. While these companies sometimes have potential for outsized returns, they also have the potential for losses because the reasons the company is small are also risks to the company’s future. For example, a company’s management may lack experience, or the company’s capital for growth may be restricted. These small companies also tend to trade less frequently than larger companies, which can add to the risks associated with their securities because the ability to sell them at an appropriate price may be limited compared to the markets as a whole. Not only do these companies have investment risk, if a client is invested in such small companies and requests immediate or short term liquidity, these securities may require a significant discount to value in order to be sold in a shorter time frame.

- **Concentration Risk.** While PFA selects individual securities, including mutual funds, for client portfolios based on an individualized assessment of each security, this evaluation comes without an overlay of general economic or sector specific issue analysis. This means that a client’s equity portfolio may be concentrated in a specific sector, geography, or sub-sector (among other types of potential concentrations), so that if an unexpected event occurs that affects that specific sector or geography, for example, the client’s equity portfolio may be affected negatively, including significant losses.

- **Transition risk.** As assets are transitioned from a client’s prior advisers to PFA there may be securities and other investments that do not fit within the asset allocation strategy selected for the client. Accordingly, these investments will need to be sold in order to reposition the portfolio into the asset allocation strategy selected by PFA. However, this transition process may take some time to accomplish. Some investments may not be unwound for a lengthy period of time for a variety of reasons that may include unwarranted low share prices, restrictions on trading, contractual restrictions on liquidity, or market-related liquidity concerns. In some cases, there may be securities or investments that are never able to be sold. The inability to transition a client’s holdings into recommendations of PFA may adversely affect the client’s account values, as PFA’s recommendations may not be able to be fully implemented.

- **Restriction Risk.** Clients may at all times place reasonable restrictions on the management of their accounts. However, placing these restrictions may make managing the accounts more difficult, thus lowering the potential for returns.

- **Risks Related to Investment Term & Liquidity.** Securities do not follow a straight line up in value. All securities will have periods of time when the current price of the security is not an accurate measure of its value. If you require us to liquidate your portfolio during one of these periods, you will not realize as much value as you would have had the investment had the

opportunity to regain its value. Further, some investments are made with the intention of the investment appreciating over an extended period of time. Liquidating these investments prior to their intended time horizon may result in losses.

- **REITs:** PFA may recommend that portions of client portfolios be allocated to real estate investment trusts, otherwise known as “REITs”. A REIT is an entity, typically a trust or corporation, that accepts investments from a number of investors, pools the money, and then uses that money to invest in real estate through either actual property purchases or mortgage loans. While there are some benefits to owning REITs, which include potential tax benefits, income and the relatively low barrier to invest in real estate as compared to directly investing in real estate, REITs also have some increased risks as compared to more traditional investments such as stocks, bonds, and mutual funds. First, REITs, even those traded on an exchange, can be hard to sell and receive full value (**what is known as being “illiquid”**). Second, real estate investing can be highly volatile. Third, the specific REIT chosen may have a focus such as commercial real estate or real estate in a given location. Such investment focus can be beneficial if the properties are successful, but lose significant principal if the properties are not successful. REITs may also employ significant leverage for the purpose of purchasing more investments with fewer investment dollars, which can enhance returns but also enhances the risk of loss. The success of a REIT is highly dependent upon the manager of the REIT. REITs are used by PFA as a way to generate income for a portfolio. Even if a REIT drops in trading price significantly, its value in terms of income generation can still be present. If a significant drop in price for an individual REIT security in your portfolio is beyond your risk tolerance, please advise PFA of this preference, and your portfolio will not include REITs without your consent. Clients should ensure they understand the role of the REIT in their portfolio.

#### **Item 9: Disciplinary Information**

There are no disciplinary items to report.

#### **Item 10: Other Financial Industry Activities and Affiliations**

##### **A. Broker-dealer**

Neither the principal of PFA, nor any related persons are registered, or have an application pending to register, as a broker dealer or as an associated person of the foregoing entities.

##### **B. Futures Commission Merchant/Commodity Trading Advisor**

Neither the principal of PFA, nor any related persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

##### **C. Relationship with Related Persons**

Certain professionals of PFA are separately licensed as independent insurance agents. As such, these professionals may conduct insurance product transactions for PFA clients, in their capacity as licensed insurance agents, and will receive customary commissions for these transactions in addition to any compensation received in their capacity as employees of PFA. Commissions from the sale of insurance products will not be used to offset or as a credit against advisory fees. These professionals therefore have incentive to recommend insurance products based on the compensation to be received, rather than on a client’s needs. The receipt of additional fees for

insurance commissions is therefore a conflict of interest, and clients should be aware of this conflict when considering whether to engage PFA or utilize these professionals to implement any insurance recommendations. PFA attempts to mitigate this conflict of interest by disclosing the conflict to clients, and informing the clients that they are always free to purchase insurance products through other agents that are not affiliated with PFA, or to determine not to purchase the insurance product at all. PFA also attempts to mitigate the conflict of interest by requiring employees to acknowledge in the firm's Code of Ethics, their individual fiduciary duty to the clients of PFA, which requires that employees put the interests of clients ahead of their own..

**D. Recommendations of Other Advisers**

This item is not applicable.

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

A. A copy of our Code of Ethics is available upon request. Our Code of Ethics includes discussions of our fiduciary duty to clients, political contributions, gifts, entertainment, and trading guidelines.

B. Not applicable. PFA does not recommend to clients that they invest in any security in which PFA or any principal thereof has any financial interest.

C. On occasion, an employee of PFA may purchase for his or her own account securities which are also recommended for clients. Our Code of Ethics details rules for employees regarding personal trading and avoiding conflicts of interest related to trading in one's own account. To avoid placing a trade before a client (in the case of a purchase) or after a client (in the case of a sale), all employee trades are reviewed by the Compliance Officer. All employee trades must either take place in the same block as a client trade or sufficiently apart in time from the client trade so the employee receives no added benefit. Employee statements are reviewed to confirm compliance with the trading procedures.

D. On occasion, an employee of PFA may purchase for his or her own account securities which are also recommended for clients at the same time the clients purchase the securities. Our Code of Ethics details rules for employees regarding personal trading and avoiding conflicts of interest related to trading in one's own account. To avoid placing a trade before a client (in the case of a purchase) or after a client (in the case of a sale), all employee trades are reviewed by the Compliance Officer. All employee trades must either take place in the same block as a client trade or sufficiently apart in time from the client trade so the employee receives no added benefit. Employee statements are reviewed to confirm compliance with the trading procedures.

**Item 12: Brokerage Practices**

**A. Recommendation of Broker-Dealer**

PFA does not maintain custody of client assets; though PFA may be deemed to have custody if a client grants PFA authority to debit fees directly from their account (see Item 15 below). Assets will be held with a qualified custodian, which is typically a bank or broker-dealer. PFA recommends that investment accounts be held in custody by TD Ameritrade Institutional, a division of TD Ameritrade,

member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers enhanced services to independent investment advisors. These services include custody of securities, trade execution platforms, clearance and settlement of transactions, and access to research not available to the general public. TD Ameritrade is wholly independent from PFA. It is expected that most, if not all, transactions in a given client account will be cleared through the custodian of that account in its capacity as a broker-dealer.

PFA recommends TD Ameritrade to its clients based on a variety of factors. These include, but are not limited to costs. TD Ameritrade has what can be considered discounted commission rates. However, in choosing a broker-dealer or custodian to recommend, we are most concerned with the value the client receives for the cost paid, not just the cost. TD Ameritrade adds value beyond commission cost. Other factors that may be considered in determining overall value include speed and accuracy of execution, financial strength, knowledge and experience of staff, research and service. TD Ameritrade also has arrangements with many exchange traded funds and mutual funds that enable us to purchase these exchange traded funds and mutual funds for client accounts at reduced transaction charges (as opposed to other broker-dealers). PFA re-evaluates the use of TD Ameritrade at least annually to determine if they are still the best value for our clients.

PFA participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. PFA receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, PFA participates in TD Ameritrade’s institutional customer program and PFA may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between PFA’s participation in the program and the investment advice it gives to its Clients, although PFA receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving PFA 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 PFA by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by PFA’s related persons. Some of the products and services made available by TD Ameritrade through the program may benefit PFA but may not benefit its Client accounts. These products or services may assist PFA in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help PFA manage and further develop its business enterprise. The benefits received by PFA or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, PFA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by PFA or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the PFA’s choice of TD Ameritrade for custody and brokerage services.

Generally, in addition to a broker's ability to provide "best execution," PFA may also consider the value of "research" or additional brokerage products and services a broker-dealer has provided or may be willing to provide. This is known as paying for those services or products with "soft dollars." Because many of the services or products could be considered to provide a benefit to PFA, and because the "soft dollars" used to acquire them are client assets, PFA could be considered to have a conflict of interest in allocating client brokerage business: PFA could receive valuable benefits by selecting a particular broker or dealer to execute client transactions and the transaction compensation charged by that broker or dealer might not be the lowest compensation PFA might otherwise be able to negotiate. In addition, PFA could have an incentive to cause clients to engage in more securities transactions than would otherwise be optimal in order to generate brokerage compensation with which to acquire products and services.

PFA's use of soft dollars is intended to comply with the requirements of Section 28(e) of the Securities Exchange Act of 1934. Section 28(e) provides a "safe harbor" for investment managers who use commissions or transaction fees paid by their advised accounts to obtain investment research services that provide lawful and appropriate assistance to the manager in performing investment decision-making responsibilities. As required by Section 28(e), PFA will make a good faith determination that the amount of commission or other fees paid is reasonable in relation to the value of the brokerage and research services provided. That is, before placing orders with a particular broker, we generally determine, considering all the factors described below, that the compensation to be paid to TD Ameritrade is reasonable in relation to the value of all the brokerage and research products and services provided by TD Ameritrade. In making this determination, we typically consider not only the particular transaction or transactions, and not only the value of brokerage and research services and products to a particular client, but also the value of those services and products in our performance of our overall responsibilities to all of our clients. In some cases, the commissions or other transaction fees charged by a particular broker-dealer for a particular transaction or set of transactions may be greater than the amounts another broker-dealer who did not provide research services or products might charge.

We do not consider whether TD Ameritrade or any other broker-dealer/custodian, refers clients to PFA as part of our evaluation of these broker-dealers.

#### B. Aggregating Trades

Commission costs per client may be lower on a particular trade if all clients in whose accounts the trade is to be made are executed at the same time. This is called aggregating trades. Instead of placing a number of trades for the same security for each account, we will, when appropriate, execute one trade for all accounts and then allocate the trades to each account after execution. If an aggregate trade is not fully executed, the securities will be allocated to client accounts on a *pro rata* basis, except where doing so would create an unintended adverse consequence (For example, if a *pro rata* division would result in a client receiving a fraction of a share, or a position in the account of less than 1%.)

### Item 13: Review of Accounts

All accounts and corresponding financial plans will be managed and reviewed on an ongoing basis. All clients are advised that it remains their responsibility to advise PFA of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with PFA on an annual basis. PFA may conduct account reviews on an other



than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, or client request. Clients are provided on a monthly basis with written transaction confirmation notices and regular written summary account statements directly from the custodian. PFA may also provide a written periodic report summarizing account activity and performance. Please refer to Item 15 regarding Custody.

#### **Item 14: Client Referrals and Other Compensation**

##### **A. Economic Benefit Provided by Third Parties for Advice Rendered to Client.**

Please refer to Item 12, where we discuss recommendation of Broker-Dealers.

PFA 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 Morningstar, Cities Digital, RedTail, Smarsh, MoneyTree Silver, and Ed Slott’s IRA Advisor. The Additional Services are beneficial to PFA in that they provide enhanced performance reporting, billing, document management, and client communication capabilities. TD Ameritrade provides the Additional Services to PFA in its sole discretion and at its own expense, and PFA does not pay any fees to TD Ameritrade for the Additional Services. PFA and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services.

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

##### **B. Compensation to Non-Advisory Personnel for Client Referrals.**

If a client is introduced to PFA by either an unaffiliated or an affiliated solicitor, PFA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Unaffiliated or affiliated solicitors will be licensed in accordance with applicable state laws. Any such referral fee shall be paid solely from PFA’s investment management fee, and shall not result in any additional charge to the client. If the client is introduced to PFA by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of the solicitor relationship, and shall provide each prospective client with a copy of PFA’s ADV, and a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between PFA and the solicitor, including the compensation to be received by the solicitor from PFA.

**Item 15: Custody**

PFA deducts fees from client accounts, but would not have custody of client funds otherwise. Clients will receive statements directly from TD Ameritrade, and copies of all trade confirmations directly from TD Ameritrade. Clients whose fees are directly debited will provide written authorization to debit advisory fees from their accounts held by a qualified custodian chosen by the client. Each month, the client will receive a statement from their account custodian showing all transactions in their account, including the fee.

We encourage clients to carefully review the statements and confirmations sent to them by their custodian, and to compare the information on reports prepared by PFA against the information in the statements provided directly from Schwab. Please alert us of any discrepancies.

**Item 16: Investment Discretion**

When PFA is engaged to provide asset management services on a discretionary basis, we will monitor your accounts to ensure that they are meeting your asset allocation requirements. If any changes are needed to your investments, we will make the changes. These changes may involve selling a security or group of investments and buying others or keeping the proceeds in cash. You may at any time place restrictions on the types of investments we may use on your behalf, or on the allocations to each security type. You may receive at your request written or electronic confirmations from your account custodian after any changes are made to your account. You will also receive monthly statements from your account custodian. Clients engaging us on a discretionary basis will be asked to execute a Limited Power of Attorney (granting us the discretionary authority over the client accounts) as well as an Investment Management Agreement that outlines the responsibilities of both the client and PFA.

**Item 17: Voting Client Securities**

From time to time, shareholders of stocks, mutual funds, exchange traded funds or other securities may be permitted to vote on various types of corporate actions. Examples of these actions include mergers, tender offers, or board elections. Clients are required to vote proxies related to their investments, or to choose not to vote their proxies. PFA will not accept authority to vote client securities. Clients will receive their proxies directly from the custodian for the client account. PFA will not give clients advice on how to vote proxies.

**Item 18: Financial Information**

PFA does not require the prepayment of fees more than six (6) months or more in advance and therefore has not provided a balance sheet with this brochure.

There are no material financial circumstances or conditions that would reasonably be expected to impair our ability to meet our contractual obligations to our clients.

**Item 1: Cover Sheet**

**INFORMATIONAL BROCHURE**

**WRAP FEE PROGRAM**



**P R E S P E R**  
**FINANCIAL ARCHITECTS**

**PRESPER FINANCIAL ARCHITECTS, LLC**  
520 South Main Street, Suite 2552  
Akron, OH 44311

Tom Presper  
330-253-6000

[www.pesperfinancial.com](http://www.pesperfinancial.com)

**November 13, 2018**

**This wrap fee program brochure provides information about the qualifications and business practices of Presper Financial Architects, LLC. If you have any questions about the contents of this brochure, please contact us at 330-253-6000 or via email at [hello@presperfinancial.com](mailto:hello@presperfinancial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Our registration does not imply a certain level of skill or training.**

**Additional information about Presper Financial Architects, LLC (CRD# 297538) is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Item 2:        Statement of Material Changes**

Presper Financial Architects, LLC is required to disclose any material changes to this Wrap Brochure. This ADV Part 2A is being submitted as an initial registration and therefore there are no material changes to report.

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## WRAP FEE PROGRAM

Presper Financial Architects, LLC

### **Item 4: Services, Fees, and Compensation**

The Presper Financial Architects Wrap Program (the “Program”) is a wrap fee program sponsored by Presper Financial Architects, LLC (“PFA”) which has been in business as an independently registered investment adviser since August, 2018. Tom Presper is the firm’s principal owner.

PFA provides personalized financial planning and asset management services to individuals, families, trusts, charitable organizations and foundations, pensions and corporations.

#### **A. Description of the Program**

##### *Asset Management*

When we perform asset management services, we will do so on a discretionary basis. This means that while we will continue an ongoing relationship with each client, being involved in various stages of their lives and decisions to be made, we will not seek specific approval of changes to the securities in client accounts. Clients can always make deposits or withdrawals in their accounts at any time. Because we take discretion when managing accounts, clients engaging us will be asked to execute a Limited Power of Attorney (granting us the discretionary authority over the client accounts) as well as an agreement that outlines the responsibilities of both the client and PFA. This Limited Power of Attorney does not grant PFA the authority to make any withdrawals or transfers in or out of a client accounts. Such transfers will only be made at the specific direction of the client. Advisory services are tailored to the specific needs of an individual client. Clients may place reasonable restrictions on the management of assets, including specific securities or types of securities. However, clients should understand that significant restrictions cannot only decrease the ability of PFA to meet the client’s goals, but also increase the costs associated with managing the client’s portfolio.

In very limited cases, PFA provides investment management services on a non-discretionary basis, which means we will manage the clients’ accounts as we do for our discretionary clients, except we will consult with the client prior to implementing any investment recommendation. Clients should be aware that some recommendations may be time-sensitive, and, as such, their performance may or may not be affected if PFA is unable to reach them on a timely basis.

Each client’s portfolio will be invested according to that client’s investment objectives. PFA determines these objectives with the client through reviewing client provided documents, client interviews and/or asking the client to put these objectives in writing. Once we ascertain your objectives for each account, we will develop a portfolio we believe will best fit your needs. This means allocating assets to one or more of our investment programs. The investment programs are not investment products. Clients may have different needs than others within the same investment program. Accordingly, not all clients in each investment program will have the exact same percentages of each underlying investment.

The investment programs that we recommend are based on the needs of the client as compared with

the typical behavior of that security type or manager, current market conditions, the client's current financial situation (including assets that may be managed by another advisor), financial goals, and the timeline to meet those goals. Because we develop an investment strategy based on your personal situation and financial goals, your asset allocation guidelines may be similar to or different from another client.

For some clients, PFA may include certain transactional costs in the client's management fee. This arrangement is referred to a "Wrap Program". For accounts in the Wrap Program, PFA pays a fee to the account custodian based on the total amount of client assets enrolled in the Wrap Program, thus taking on many of the clients' transactions cost. Fees included in the wrap fee include transaction fees for the purchase or sale of securities, but do not include expenses related to the use of margin, wire transfer fees, the fees charged to shareholders of mutual funds or ETFs, mark-ups and mark-downs, spreads, odd-lot differentials, fees charged by regulatory agencies, and any transaction fees for securities trades executed by a broker-dealer other than the primary custodian. Expenses for the management fees of third party managers are also not included in the Wrap Program, and to the extent utilized, you will be responsible for such fees. There is no difference between how PFA manages wrap free accounts and how PFA manages other accounts.

Because of the nature of a wrap fee program, where wrap fees are not tied to an account's frequency of trading and apply to generally all assets in the account, the wrap fee program client may pay more or less than if the client had compensated PFA outside of the wrap fee program. For example, if a client's account is rarely traded, the transaction fees the client would have paid would be minimal, thus limiting the benefits of "wrapping" management fees and transaction fees. Clients whose accounts will be rarely traded should carefully consider whether the Wrap Program is appropriate. Clients are not required to participate in the Wrap Program.

PFA is the sole portfolio manager in the wrap program, which means that PFA receives a portion of the wrap fee for our services. Transaction fees are paid to various broker-dealers, mutual funds and ETFs. The remainder of the wrap fee is the management fee payable to PFA. As discussed more fully in the wrap brochure, the transaction fees paid to the account custodian are based on a rate per trade that is negotiated between PFA and the custodian clearing the trades. PFA will receive no additional compensation for offering the wrap fee program.

### *Financial Planning*

PFA's focus is on assisting clients as they prepare for and ultimately experience the major transitions in their lives. For many clients, the only life transition that merits preparation is retirement, however, PFA believes that not only are there other major transitions, but preparing for those as well can assist clients in their planning for retirement. For example, preparation in advance for a child with special needs can mean increased cash flow which in turn can help save for retirement. Other examples of transitions include marriage, divorce, death of a spouse, receipt of an inheritance, career changes, sale of a business, and retirement.

The first step in working with PFA is to gather information about the client, their goals and their current circumstances. PFA will request clients to provide documents regarding their income, tax status, savings, and investments, among other requests. Clients will engage with PFA in conversations where the client learns about PFA's thought process and methods, and PFA gathers information needed to develop a proposed plan for moving forward. After this initial meeting, PFA will review, research, and prepare a financial plan for the client for an agreed upon fee. This financial plan is presented at a separate meeting, where the client reviews the plan and considers

whether to engage the Firm in other services such as management of the client's portfolio. Ultimately the financial plan forms the map from which both the client and PFA take direction throughout the engagement. Financial planning will be done on a stand-alone basis, which means the financial planning services are performed separately, for a separate and additional fee.

### *Financial Consulting*

PFA may provide additional financial consulting service on an hourly basis separately from the program. Clients are required to enter into a written agreement with PFA setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to PFA commencing services.

### Assets Under Management

As of this date, PFA has approximately \$149,800,000 of assets under management across 1,085 accounts all managed on a discretionary basis.

## **B. Fees and Compensation**

### *Fees Charged*

All asset management clients will be required to execute an Investment Management Agreement that will describe the type of management services to be provided and the fees, among other items. Clients are advised that they may pay fees that are higher or lower than fees they may pay another advisor for the same services, and may in fact pay lower fees for comparable services from other sources. Clients are under no obligation at any time to engage, or to continue to engage, PFA for investment services. If you do not receive a copy of this brochure at least 48 hours prior to the execution of an Agreement, you may terminate the agreement within the first five (5) business days without penalty.

### *Our Wrap Fees*

PFA provides investment management services for an annual fee based upon a percentage of the assets being managed by PFA. This asset based fee typically varies between 1.00% and 0.10% depending on the amount of assets under management. PFA's tiered fee schedule is as follows

<u>PORTFOLIO VALUE</u>	<u>BASE FEE</u>
Up to \$1,000,000	1.0%
Between \$1,000,001 - \$2,499,999	0.7%
Between \$2,500,000 - \$4,999,999	0.35%
Over \$5,000,000	0.1%

For example, a client with \$10 million under PFA's management would pay 1.00% per year on the first \$1,000,000 under management (\$10,000), 0.7% per year for the amounts between \$1,000,001 and \$2,499,999 (\$10,500), 0.35% per year for the amounts between \$2,500,000 and \$4,999,999 (\$10,500), and 0.1% per year for the amounts above \$5,000,000 (\$5,000) for a total of \$34,250 (or a blended rate of 0.3425%) per year. The maximum annual fee paid by any client shall not exceed \$36,000.



Fees are negotiable, and may be higher or lower than this range, based on the nature of the account. Factors affecting fee percentages include the size of the account, complexity of asset structures, and other factors. All clients, but especially those with smaller accounts, should be advised they may receive similar services from other professionals for higher or lower overall costs.

For clients whose assets are managed by the firm, investment advisory fees will be debited directly from each client's account. The advisory fee is paid quarterly, in advance, based upon the market value of the assets being managed by PFA on the last day of the previous billing period as valued by the custodian of your assets. For example, if your annual fee is 1.00%, each quarter we will multiply the value of your account on the last day of the previous billing period by 1.00%, then divide by four to calculate our fee. To the extent there is cash in your account, it will be included in the value for the purpose of calculating fees. Once the calculation is made, we will instruct your account custodian to deduct the fee from your account and remit it to PFA. While almost all of our clients choose to have their fee debited from their account, we will invoice clients upon request.

For the initial quarter, the fee is calculated on a *pro rata* basis, meaning clients will pay a fee based on the number of days left in the quarter in which they engage the Firm. In the event the advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding or unearned portion of the fee is charged or refunded to the client, as appropriate.

Clients whose fees are directly debited will provide written authorization to debit advisory fees from their accounts held by a qualified custodian. Each month, clients will receive a statement from their account custodian showing all transactions in their account, including the fee. Fees are calculated by PFA and not independently calculated by the custodian. Clients should carefully review their statements, including the fee amounts, and let the Firm know of any questions.

There are a number of other fees that can be associated with holding and investing in securities. These include some fees that may be paid by PFA on your behalf, such as transaction fees for the purchase or sale of a mutual fund or Exchange Traded Fund, or commissions for the purchase or sale of a stock, as discussed above. All other fees will be deducted from your account. Expenses of a fund will not be included in management fees, as they are deducted from the value of the shares by the mutual fund manager. When selecting mutual funds that have multiple share classes for recommendation to clients, PFA will take into account the internal fees and expenses associated with each share class, and it is PFA policy to choose the lowest-cost share class, absent circumstances that dictate otherwise. For complete discussion of expenses related to each mutual fund, you should read a copy of the prospectus issued by that fund. PFA can provide or direct you to a copy of the prospectus for any fund that we recommend to you.

Please make sure to read Item 9 of this informational brochure, where we discuss broker-dealer and custodial issues.

#### *Pro-rata Fees*

If you become a client during a quarter, you will pay a management fee for the number of days left in that quarter. If you terminate our relationship during a quarter, you will be entitled to a refund of any management fees for the remainder of the quarter. Once your notice of termination is received, we will assess pro-rated fees for the number of days between the end of the prior billing period and the date of termination to be paid in whatever way you direct (check, wire). PFA will cease to perform services, including processing trades and distributions, upon termination. Assets not transferred from

terminated accounts within 30 (thirty) days of termination may be “de-linked”, meaning they will no longer be visible to PFA and will become a retail account with the custodian.

If you terminate our relationship before the completion of the financial plan, any unearned fees will be returned to you on a pro rata basis.

PFA will not charge performance based fees.

**Item 5: Account Requirement and Types of Clients**

Clients participating in the program may include individuals, families, trusts, charitable organizations and foundations, pensions and corporations. PFA requires each client to place at least \$25,000 with the firm. This minimum may be waived at the discretion of PFA.

**Item 6: Portfolio Manager Selection and Evaluation**

The wrap fee program offered by PFA is sponsored by the firm, and PFA is the only portfolio manager. The only fees covered under the wrap fee program are transaction fees associated with the purchase and sale of securities in an account managed by PFA. All client accounts managed by PFA, including wrap fee program clients, are managed with similar processes, although account recommendations may differ.

**Item 7: Client Information provided to Portfolio Managers**

Please see response to Item 6, above.

**Item 8: Client Contact with Portfolio Managers**

Clients may contact PFA, the only portfolio manager, at any time.

**Item 9: Additional Information**

**Disciplinary Information**

Neither the firm nor any of its employees or principals has any disciplinary information to report.

**Other Financial Industry Activities and Affiliations**

*Broker-dealer*

Neither the principal of PFA, nor any related persons are registered, or have an application pending to register, as a broker dealer or as an associated person of the foregoing entities.

*Futures Commission Merchant/Commodity Trading Advisor*

Neither members of management, nor any related persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

#### *Relationship with Related Persons*

Certain professionals of PFA are separately licensed as independent insurance agents. As such, these professionals may conduct insurance product transactions for PFA clients, in their capacity as licensed insurance agents, and will receive customary commissions for these transactions in addition to any compensation received in their capacity as employees of PFA. Commissions from the sale of insurance products will not be used to offset or as a credit against advisory fees. These professionals therefore have incentive to recommend insurance products based on the compensation to be received, rather than on a client's needs. The receipt of additional fees for insurance commissions is therefore a conflict of interest, and clients should be aware of this conflict when considering whether to engage PFA or utilize these professionals to implement any insurance recommendations. PFA attempts to mitigate this conflict of interest by disclosing the conflict to clients, and informing the clients that they are always free to purchase insurance products through other agents that are not affiliated with PFA, or to determine not to purchase the insurance product at all. PFA also attempts to mitigate the conflict of interest by requiring employees to acknowledge in the firm's Code of Ethics, their individual fiduciary duty to the clients of PFA, which requires that employees put the interests of clients ahead of their own.

#### *Recommendations of other Advisers*

This item is not applicable.

#### **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

- A. A copy of our Code of Ethics is available upon request. Our Code of Ethics includes discussions of our fiduciary duty to clients, political contributions, gifts, entertainment, and trading guidelines.
- B. Not applicable. PFA does not recommend to clients that they invest in any security in which PFA or any principal thereof has any financial interest.
- C. On occasion, an employee of PFA may purchase for his or her own account securities which are also recommended for clients. Our Code of Ethics details rules for employees regarding personal trading and avoiding conflicts of interest related to trading in one's own account. To avoid placing a trade before a client (in the case of a purchase) or after a client (in the case of a sale), all employee trades must be pre-cleared through the Compliance Officer. All employee trades must either take place in the same block as a client trade or sufficiently apart in time from the client trade so the employee receives no added benefit. Employee statements are reviewed to confirm compliance with the trading procedures.
- D. On occasion, an employee of PFA may purchase for his or her own account securities which are also recommended for clients at the same time the clients purchase the securities. Our Code of Ethics details rules for employees regarding personal trading and avoiding conflicts of interest related to trading in one's own account. To avoid placing a trade before a client (in the case of a purchase) or after a client (in the case of a sale), all employee trades must be pre-cleared through the Compliance Officer. All employee trades must either take place in the same block as a client trade

or sufficiently apart in time from the client trade so the employee receives no added benefit. Employee statements are reviewed to confirm compliance with the trading procedures.

### **Review of Accounts**

All accounts and corresponding financial plans will be managed and reviewed on an ongoing basis. All clients are advised that it remains their responsibility to advise PFA of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with PFA on an annual basis. PFA may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, or client request. Clients are provided on a monthly basis with written transaction confirmation notices and regular written summary account statements directly from the custodian. PFA may also provide a written periodic report summarizing account activity and performance. Please refer to Item 15 regarding Custody.

### **Client Referrals and Other Compensation**

#### **A. Economic Benefit Provided by Third Parties for Advice Rendered to Client.**

PFA participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. PFA receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, PFA participates in TD Ameritrade’s institutional customer program and PFA may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between PFA’s participation in the program and the investment advice it gives to its Clients, although PFA receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving PFA 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 PFA by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by PFA’s related persons. Some of the products and services made available by TD Ameritrade through the program may benefit PFA but may not benefit its Client accounts. These products or services may assist PFA in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help PFA manage and further develop its business enterprise. The benefits received by PFA or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, PFA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by PFA or its related persons in and of itself creates a potential conflict of interest and may indirectly influence

the PFA's choice of TD Ameritrade for custody and brokerage services.

Generally, in addition to a broker's ability to provide "best execution," PFA may also consider the value of "research" or additional brokerage products and services a broker-dealer has provided or may be willing to provide. This is known as paying for those services or products with "soft dollars." Because many of the services or products could be considered to provide a benefit to PFA, and because the "soft dollars" used to acquire them are client assets, PFA could be considered to have a conflict of interest in allocating client brokerage business: PFA could receive valuable benefits by selecting a particular broker or dealer to execute client transactions and the transaction compensation charged by that broker or dealer might not be the lowest compensation PFA might otherwise be able to negotiate. In addition, PFA could have an incentive to cause clients to engage in more securities transactions than would otherwise be optimal in order to generate brokerage compensation with which to acquire products and services.

PFA's use of soft dollars is intended to comply with the requirements of Section 28(e) of the Securities Exchange Act of 1934. Section 28(e) provides a "safe harbor" for investment managers who use commissions or transaction fees paid by their advised accounts to obtain investment research services that provide lawful and appropriate assistance to the manager in performing investment decision-making responsibilities. As required by Section 28(e), PFA will make a good faith determination that the amount of commission or other fees paid is reasonable in relation to the value of the brokerage and research services provided. That is, before placing orders with a particular broker, we generally determine, considering all the factors described below, that the compensation to be paid to TD Ameritrade is reasonable in relation to the value of all the brokerage and research products and services provided by TD Ameritrade. In making this determination, we typically consider not only the particular transaction or transactions, and not only the value of brokerage and research services and products to a particular client, but also the value of those services and products in our performance of our overall responsibilities to all of our clients. In some cases, the commissions or other transaction fees charged by a particular broker-dealer for a particular transaction or set of transactions may be greater than the amounts another broker-dealer who did not provide research services or products might charge.

We do not consider whether TD Ameritrade or any other broker-dealer/custodian, refers clients to PFA as part of our evaluation of these broker-dealers.

#### **B. Compensation to Non-Advisory Personnel for Client Referrals.**

If a client is introduced to PFA by either an unaffiliated or an affiliated solicitor, PFA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Unaffiliated or affiliated solicitors will be licensed in accordance with applicable state laws. Any such referral fee shall be paid solely from PFA's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to PFA by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of the solicitor relationship, and shall provide each prospective client with a copy of PFA's ADV, and a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between PFA and the solicitor, including the compensation to be received by the solicitor from PFA.

#### **Financial Information**

PFA does not require the prepayment of fees more than six (6) months or more in advance and therefore has not provided a balance sheet with this brochure.

There are no material financial circumstances or conditions that would reasonably be expected to impair our ability to meet our contractual obligations to our clients.