

# LPF Advisors, LLC

## Firm Brochure - Form ADV Part 2A

*This brochure provides information about the qualifications and business practices of LPF Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (941) 907-0101 or by email at: [info@lpfadvisors.com](mailto:info@lpfadvisors.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.*

*Additional information about LPF Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). LPF Advisors, LLC's CRD number is: 298068.*

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*Registration does not imply a certain level of skill or training.*

Version Date: 10/02/2019

## **Item 2: Material Changes**

The material changes in this brochure from the last annual updating amendment of LPF Advisors, LLC on February 14, 2019 are described below. Material changes relate to LPF Advisors, LLC's policies, practices or conflicts of interests.

- LPF Advisors, LLC has updated Item 10.C to add a Co-Branding disclosure.

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## Item 4: Advisory Business

### A. Description of the Advisory Firm

LPF Advisors, LLC (hereinafter “LPFADV” is a Limited Liability Company organized in the State of Florida. The firm was formed in October 2005, and the principal owners are Mark Andrew Lurz, Mark Armand Picchi and Kristopher Scott Flammang. LPF Advisors, LLC., has been registered with the U.S. Securities and Exchange Commission (SEC) since August 2019.

The investment advisory services of LPF Advisors LLC., are provided to clients (sometimes referred to as “you” or “your”) through an appropriately licensed individual who is an investment advisor representative of LPF Advisors, LLC., (referred to as “investment advisor representative,” “IAR” or “representative” throughout this brochure.) LPF Advisors, LLC., investment advisor representatives could also be registered representatives of Securities American, Inc. (SAI), a full-service broker/dealer, member FINRA and SIPC, affiliated with LPF Advisors, LLC.

### B. Assets Under Management

LPFADV has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
102,975,437	\$113,765	August 2019

### C. Types of Advisory Services

#### *Portfolio Management Services*

LPFADV offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. LPFADV creates an Investment Policy Statement for each client, which outlines the client’s current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

LPFADV evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. LPFADV will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client. We need to obtain certain information from you to determine your financial situation and investment objectives. You are responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objectives although your representative will contact you at least annually to discuss these matters.

LPFADV seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of LPFADV's economic, investment or other financial interests. To meet its fiduciary obligations, LPFADV attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, LPFADV's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is LPFADV's policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

LPFADV may direct clients to third-party investment advisers to manage all or a portion of the client's assets through the Independent Managed Assets Program (IMAP) offered by Securities America Advisors, Inc., and SEC registered investment adviser. SAA has approved a group of money managers that are registered as investment advisers and who sponsor turn-key wrap programs offering advisory services including asset allocation, market timing and portfolio management.

Before selecting other advisers for clients, LPFADV will always ensure those other advisers are properly licensed or registered as an investment adviser. LPFADV conducts due diligence on any third-party investment adviser, which may involve one or more of the following: phone calls, meetings and review of the third-party adviser's performance and investment strategy. LPFADV then makes investments with a third-party investment adviser by referring the client to the third-party adviser. LPFADV will review the ongoing performance of the third-party adviser as a portion of the client's portfolio.

If LPFADV recommends a third-party investment advisor to you, a complete description of that advisor's services, fee schedules and account minimums is provided in that advisor's Form ADV Disclosure Brochure or Wrap Fee Program Brochure. The third-party advisor manages your accounts in accordance with the disclosures in those brochures, and copies of the brochures are provided to you when we initially recommend the advisor.

LPFADV may suggest clients to use Schwab Institutional, a division of Charles Schwab & Co., Inc. for portfolio management services.

## ***Financial Planning***

LPF Advisors, LLC., and your investment advisor representative offer advice through the presentation of a financial plan. Clients using these services can receive a written financial plan providing them with a financial blueprint designed to achieve their stated financial goals and objectives. Plans can be comprehensive or focus only on specific areas or concern to you.

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; college planning; and debt/credit planning. Additional planning services include pre-retirement planning, retirement income strategies, account consolidation, estate planning and preservation services. LPFADV and your representative may provide financial planning services on specific areas of concern to you, which can include some or all of the topics listed above. Also, LPFADV and your representative can provide financial planning services to business entities and groups requesting educational services for their particular employer plan for their employees and members. If individual planning or individual consulting services are provided, or requested, each participating employee or member will be required to execute a separate agreement with us. These services will be advice-only services, LPFADV and your representative will not implement transactions on your behalf as part of these services.

If you want LPF or your investment advisor representative to implement transaction on your behalf, you need to contract with LPFADV and your representative for our management services described elsewhere in this section. Alternatively, your representative may also be a SAI registered representative and, if so, you can engage him or her in this separate capacity to establish a brokerage account, annuity/ insurance related product(s) and implement transaction. A conflict of interest may occur, which is discussed in Item 11, section B – conflict of interest.

Clients may choose from three service levels for Financial Planning:

- Hourly
- One-time Flat Fee
- Annual Retainer

When providing financial planning and financial planning consulting services, your representative gathers information through interviews concerning your current financial status, goal and objectives, risk tolerance and time horizon. We may also request you complete a questionnaire and provide additional documentation. Depending on the level of services requested, your IAR can prepare a written report. Implementing any recommendation may require you to work closely with your attorney, accountant and/or insurance agent. Implementation is entirely at your discretion. Your IAR may also advise

on non-securities matters. Generally, this is in connection with rendering estate planning, college planning and insurance and/or annuity advice.

The client and the IAR will determine the services to be delivered using the financial life planning checklist, client needs and complexity of their situation.

### ***Services Limited to Specific Types of Investment***

LPFADV generally limits its investment advice to mutual funds, fixed income securities, equities, Exchange Traded Funds (ETFs), treasury inflation protected/inflation linked bonds, non-U.S. securities and private placements. LPFADV may use other securities as well to help diversify a portfolio when applicable.

### ***Retirement Services***

Our representatives may also provide services to clients' retirement accounts, such as, retirement plans and individual retirement accounts (IRAs.) Our services to this clientele include those described above – Services limited to Specific types of Investments. Please note: a client leaving an employer typically has four options (and may engage in a combination of these options):

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

Our representative can recommend an investor roll over plan assets to an IRA which our representative would manage. As a result, we can earn an asset-based fee. In contrast, a recommendation that a client or prospective client leave his or her plan assets with his or her employer, or roll the assets to their new employer plan sponsored retirement plan, generally result in no compensation to us (unless we are engaged to monitor and/or consult on the account while maintained at the existing plan). Therefor our representative can have an economic incentive to encourage an investor to roll plan assets into an IRA that we will manage or encourage an investor to engage us to monitor and/or consult on the account maintained at the existing plan.

There are various factors that we can consider before recommending a rollover, including but not limited to:

1. The investment options available in the plan versus the investment options available in an IRA
2. Fees and expenses in the plan versus the fees and expenses in an IRA



3. The services and responsiveness of the plans investments professionals versus ours
4. Strategies for the protection of assets from creditors and legal judgments
5. Rehired minimum distribution and age considerations
6. Employer stock tax consequences, if any

The following exception to the early withdrawal penalty applies only to distributions from a qualified retirement plan other than an IRA: distribution made to you after you separate from service with your employer if the separation occurred in or after the year you reached age 55. No client is under any obligation to rollover plan assets to an IRA managed by us or to engage our representative to monitor and/or consult on an account maintained at an existing plan. Please note that a recommendation to roll assets out of an employer-sponsored plan into an IRA will most likely result in more expenses and charges than if the assets were to remain in the plan.

You should speak to your representative to address any questions that a client or prospective client may have regarding its perspective engagement and the corresponding conflict of interest presented by such engagement.

### ***Independent Managed Assets Program (IMAP)***

The IMAP section is in reference to LPF Advisors, LLC relationship with Securities America Advisors, Inc (SAA)

Our firm enters into an agreement with a third-party investment advisor (i.e., money manager) for which your representative acts as a solicitor. We do this through the Independent Managed Assets Program (IMAP) offered by Securities America Advisors, Inc. (SAA), an investment advisor registered with the Securities and Exchange Commission. SAA has approved a group of money managers that are registered as investment advisors and who sponsor turn-key wrap programs offering advisory services including asset allocation, market timing and portfolio management. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations. One or more of these money managers will be affiliated entities of SAA.

Your representative refers the services of the recommended money manager and the sponsor of turn-key wrap programs or firms offering third-party money manager services on a consulting basis. The third-party investment advisor manages your accounts in accordance with the disclosures in their own disclosure documents. Most third-party investment advisors assume discretionary authority over your account. Our firm, your representative and SAA do not manage or obtain discretionary authority over the assets in accounts participating in these programs. Your representative assists you with the selection of a recommended money manager or turn-key wrap program based upon your individual needs. You would then execute an agreement directly with the outside money managers or program sponsors providing the recommended programs/services. Each

third-party investment advisor maintains its own separate execution, clearing and custodial relationships. The third-party investment advisor will have differing minimum account requirements and a variety of fee ranges.

Our firm, your representative, SAA and Securities America, Inc. do not act as a custodian for your account held with a third-party money manager. Generally, an outside custodian maintains custody of all funds and securities. Typically, as part of the investment advisory agreement you sign, you authorize the third-party investment advisor to deduct fees directly from your accounts to pay for investment management services held with them.

There will be conflicts of interest that could affect the independent judgment of our firm and your representative to recommend one manager or turn-key program over another. The amount of compensation that will be received by our firm and your representative from a particular money manager or turn-key program sponsor will be higher than the compensation that would be received from another manager or program. This will result in your representative having a financial incentive to recommend one money manager or turn-key program over another. There can be other suitable money managers that can be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

Trading by third-party money managers can trigger wash sale rule implications. A wash sale occurs when a security is sold at a loss and then the same or substantially identical security is repurchased within a short time period. The third-party money manager can not necessarily manage accounts in the Independent Managed Assets Programs in a manner to avoid wash sale implications. You are encouraged to consult with a tax advisor to discuss any tax implications involving your portfolios in these and in all advisory programs.

If we recommend a third-party investment advisor to you, a complete description of that advisor's services, fee schedules and account minimums is provided in that advisor's Form ADV Disclosure Brochure or Wrap Fee Program Brochure. The third-party advisor manages your accounts in accordance with the disclosures in those brochures, and copies of the brochures are provided to you when we initially recommend the advisor.

### ***Educational Seminar/Workshops***

LPFADV provides periodic educational seminars and workshops to clients and the general public at no fee or cost, they are free of charge. No individual advice is provided to participants.

## **D. Client Tailored Services and Client Imposed Restrictions**

LPFADV will tailor a program for each individual client. This will include an interview session to get to know the client's specific needs and requirements as well as a plan that will be executed by LPFADV on behalf of the client. LPFADV may use model allocations together with a specific set of recommendations for each client based on their personal restrictions, needs, and targets. Clients may not impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs.

## **E. Wrap Fee Programs**

The Wrap Fee Programs, in this section is in reference to LPF Advisors, LLC relationship with Securities America Advisors, Inc (SAA). (D - Wrap Fee Program and E - Independent RIA's).

A wrap fee program is an investment program where the investor pays one stated fee that includes management/advisory services fees, transaction costs, and certain other administrative fees. LPFADV participates in the following wrap fee programs:

### ***Financial Advisors Program (FAP)***

Our firm provides fee-based management services where it is solely responsible for making all investment recommendations and also for making changes to the managed account. Our firm provides these management services through the Financial Advisors Program (FAP) offered by Securities America Advisors, Inc. (SAA), an investment advisor registered with the Securities and Exchange Commission. FAP is a wrap-fee program, which means the advisory services and transaction services are provided for one fee rather than being charged separately. Under this program, our advisory representative assists you with establishing your FAP accounts with SAA.

Generally, brokerage transactions are processed by Securities America, Inc. (SAI), an affiliated broker/dealer of SAA, and cleared through National Financial Services, LLC (NFS) or Pershing, LLC (Pershing). SAI provides compensation to SAA to offset our administrative costs. Our firm, your representative, SAA and SAI do not act as custodians for any FAP accounts. Generally, NFS, Pershing or another custodian maintains custody of all funds and securities. Our firm is authorized to deduct fees directly from your accounts to pay for investment management services. In these cases, we are considered to have limited custody of your assets. SAA and SAI will also be deemed to have limited custody based on certain transmittal policies.

SAA has also entered into agreements with insurance companies that allow for managing and valuing your variable annuity accounts within FAP. The insurance companies' custodians maintain custody of all variable annuity accounts.

Asset management services through FAP can be provided on a discretionary or non-discretionary basis. Unless you elect to retain discretion on the account, the client services agreement gives your representative limited discretionary authority to buy and sell securities and investments based on your stated investment objectives. In no event will your representative, SAA or SAI be obligated to effect any transaction for you that they believe would be in violation of state or federal law, rule or regulation or any regulatory or self-regulatory body rule or regulation. The authorization you sign is a continuing one and remains in full force and effect and will be relied upon by your representative, SAA or SAI until written notice of termination or change is received from you by your representative, SAA or SAI.

A complete description of FAP related fees, charges, due dates and termination procedures are described in the FAP Disclosure Brochure Appendix (Wrap Fee Program Brochure) prepared by SAA. The Wrap Fee Program Brochure is given to you prior to or at the time you establish an FAP account.

### ***Managed Opportunities Program***

The Managed Opportunities Program (Managed Opportunities) is a wrap fee program developed by Securities America Advisors, Inc. (SAA), an investment advisor registered with the Securities and Exchange Commission. Managed Opportunities provides clients with the opportunity to establish fund strategist portfolios, separate account portfolios and unified managed account portfolios developed by third-party money managers that are registered investment advisors (collectively referred to as sub-advisors). Our firm acts as the investment advisor for your Managed Opportunities accounts and your representative acts in a referral capacity when referring you into those fund strategist, separate account and unified managed account portfolios. One or more of these sub-advisors can be affiliated entities of SAA.

Managed Opportunities also offers advisor directed portfolios. Your representative can use the advisor directed portfolio option to design investment management and asset allocation portfolio(s) for you. Your representative is acting as the portfolio manager and not using sub-advisors.

Your representative assists you in establishing a Managed Opportunities account through a web-based platform. For accounts held at National Financial Services, LLC (NFS), a master brokerage account (master account) can be established at your request for the administrative purpose of holding and transferring your assets. When liquidating positions is required for investing proceeds into a Managed Opportunities portfolio, the liquidating transactions can occur in the master account.

Generally, NFS, Pershing, LLC (Pershing) or other custodians maintain custody of funds and securities. Our firm is authorized to deduct fees directly from your accounts to pay for investment management services. In these cases, we are deemed to have limited custody of your assets. SAA and Securities America, Inc. (SAI), our affiliated broker/dealer, are also deemed to have limited custody based on certain transmittal policies.

Administrative, website, performance reporting, transaction order entry and other services are provided to us by outside service providers and sub-advisors. You grant our firm the discretionary authority to select one or more sub-advisors to provide those services to you and our firm. Envestnet Asset Management, Inc. (Envestnet) provides these sub-advisory services in the Managed Opportunities Program. Clients establishing Managed Opportunities accounts receive a copy of Envestnet's Disclosure Brochure in addition to our firms' Disclosure Brochure. SAA and Envestnet are separate, unaffiliated entities.

To establish Managed Opportunities accounts, you must provide relevant information requested by us in the New Account Application. This information assists your representatives in determining the suitability of the Managed Opportunities accounts and in establishing appropriate investment objectives. We can reasonably request other supporting documents and financial information. A Managed Opportunities Program Investment Strategy Summary is generated from the application, profile and suitability information provided by you. It summarizes recommended investment strategies and sets out the objectives and restrictions in the management of your account. Our firm, your representative and SAA provide services through the Managed Opportunities Program based solely upon information supplied by you.

#### Description of Managed Opportunities Program Investment Strategy Options

##### *Fund Strategist Account Portfolios*

Sub-advisors provide us with mutual fund and exchange traded fund asset allocation model portfolios based on the information, research, asset allocation methodology and investment strategies of the sub-advisors. We can terminate existing sub-advisor service agreements and enter into new sub-advisor agreements at our discretion. Your initial fund strategist portfolios are described in your Managed Opportunities Program Investment Strategy Summary.

##### *Separate Account Portfolios*

Sub-advisors provide us with access to a number of institutional separate account investment manager model portfolios of equity and/or fixed income securities. We can terminate existing sub-advisor agreements and enter into new sub-advisor agreements at our discretion. If a portion of the asset allocation does not meet a particular sub-advisor

manager's account minimum, a mutual fund can be used in place of an individual portfolio manager. Your initial separate account portfolios are described in your Managed Opportunities Program Investment Strategy Summary.

#### *Unified Managed Account Portfolios*

Sub-advisors provide us with access to unified managed account portfolios. These portfolios combine specialized institutional asset class managers, mutual funds and/or exchange traded funds, and SAA serves as the overlay manager to manage separate account positions in a comprehensive asset allocation portfolio of securities in a single brokerage account. Your initial unified managed account program portfolios are described on your Managed Opportunities Program Investment Strategy Summary.

#### *Advisor Directed Portfolios*

Advisor directed portfolios are managed by your representative based on the financial information and investment objectives you provide. Your representative designs one or more investment management and asset allocation portfolios for you. Your initial advisor directed portfolios are described on your Managed Opportunities Program Investment Strategy Summary.

SAA has also entered into agreements with insurance companies that allow for the management and valuation of your variable annuity accounts within the Managed Opportunities advisor directed portfolios. The insurance company custodians maintain custody of all variable annuity accounts.

#### *Managed Opportunities Program Miscellaneous*

Your representative can choose to bundle related Managed Opportunities accounts to achieve a discount on management fees.

Trading by third-party money managers can trigger wash sale rule implications. A wash sale occurs when a security is sold at a loss and then the same or substantially identical security is repurchased within a short time period. We do not necessarily manage accounts in the Managed Opportunities Program in a manner to avoid wash sale implications. You are encouraged to consult with a tax advisor to discuss any tax implications involving your portfolios in these and in all advisory programs.

A complete description of Managed Opportunities Program and related fees, charges, when due, termination procedures and the investment strategies employed in the program portfolios are described in SAA's Managed Opportunities Disclosure Brochure Appendix (Wrap Fee Program Brochure) which you receive at or prior to the time a Managed Opportunities account is established.

These fees are negotiable and the final fee schedule will be memorialized in the client's advisory agreement. LPFADV or the client may terminate the agreement without penalty

for a full refund of LPFADV's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract with 21 days' written notice.

## **F. Securities America Advisors SAA - Independent RIA's**

### ***Independent RIA's***

#### General Information

Management fees charged in our programs are separate and distinct from fees and expenses charged by mutual funds, exchange-traded funds, variable annuities or any other investment that can be recommended to you. A description of these fees and expenses are available in each investment prospectus. The ongoing management fee for investment management services can cost you more than if the assets were held in a traditional brokerage account. In a brokerage account, you are charged a commission for each transaction, and your representative has no duty to provide ongoing advice with respect to the account. If you plan to follow a buy and hold strategy for the account or do not wish to buy ongoing investment advice or management services, you should consider opening a brokerage account rather than an advisory account. Fees charged in the program can be more than the cost of purchasing the same services separately. You may be able to obtain similar services for a lesser fee from other advisors. The fees charged vary among our programs and our advisors.

Our firm can also invest a portion of your assets in mutual funds, exchange traded funds, variable annuities or other investments and charge a management fee on your assets invested in these securities. Therefore, you will pay two levels of fees for management of your assets: one directly to our firm and one indirectly to the managers of the mutual funds, exchange traded funds, variable annuities or other investments held in your portfolios. In addition, your representative can manage variable annuity account(s) held by insurance company custodians even though those annuity accounts are not linked to an advisory account. If annuity management service is provided, it is provided on a discretionary basis only, and you can be subject to additional advisory fees. The underlying assets can be bought directly through the mutual fund company or variable annuity company. Therefore, you could generally avoid the second layer of fees by making your own decisions regarding the mutual fund, exchange traded fund or variable annuity investment. However, in that case, you would not receive the investment management services provided by your representative.

Securities America Advisors, Inc. (SAA) will not impose an asset-based advisory fee on unit investment trusts (UITs) and variable annuities that were subject to an up-front load or sales charge and sold by an SAI representative at the time of purchase. If a variable

annuity had an asset-based advisory fee prior to June 9, 2017, that fee can continue to be charged. Variable annuities that were purchased with an advisory share class (e.g., I shares) can be linked for the purpose of collecting a management fee and/or exercising discretion. Please consult with your representative if you have any questions regarding this policy.

In addition, SAA programs exclude the value of any investment it designates as an “alternative investment product” from an asset-based advisory fee if you purchased it in a commission-based account through our representatives in their capacity as a registered representative of SAI and then transferred it to an advisory account. However, if an alternative investment product was purchased at net asset value (“NAV”) (in other words, purchased with no commission), then that alternative investment product will be subject to an asset-based advisory fee.

Our representatives will receive either an advisory fee or a commission, but not both. If an advisor received an upfront commission, or is receiving ongoing trail commissions or 12b-1 fees, the advisor cannot charge an additional advisory fee except as described above for variable annuities.

In addition, advisors using third-party money managers for funds held directly with the product sponsor cannot receive an additional solicitor’s fee if they received an upfront commission, ongoing trails or 12b-1 fees.

Our representatives can charge advisory fees and/or receive solicitor’s fees for advisory class products that do not pay upfront commissions or ongoing trails, such as institutional mutual fund share classes and advisory share class variable annuities.

Our representatives may need to move products on which they previously received a commission to a fee-based advisory account. Mutual funds moved from a commission account to a fee-based advisory account will be converted to a lower-cost share class. Recently purchased A share mutual funds, however, cannot be transferred to fee-based accounts. Other commissionable products can be transferred in-kind to an advisory account (i.e. equities and ETFs) but will have a look-back period, and recently received commissions will be reimbursed to the client. Any systematic process of selling a commission-based product and then shortly thereafter converting it to a fee-based advisory account will not be allowed.

In addition to an asset-based advisory fee, you can incur brokerage commissions, transaction charges and other fees, including ticket charges, related to the purchase and sale of stocks, bonds and other securities. More specifically, stocks, bonds and other securities traded in advisory accounts can be subject to commissions, mark-ups and mark-downs. With respect to mark-ups and mark-downs, they are paid to market makers and neither our firm, SAA nor SAI receive any portion of the mark-ups or mark-downs.



Commissions, transaction charges and other fees on investments purchased in advisory accounts can be paid by either the representative or by you. These fees are in addition to the investment management fee. However, commissions, transaction fees and other fees that are charged to you prior to the holdings being in an advisory account will not be waived or credited toward the investment management fee. Please contact your representative for more information about commissions and transaction charges.

While SAA (or an entity on its behalf) has designed reasonable controls to monitor for the accuracy of advisory fees within SAA's programs, we encourage you to check the accuracy of your advisory fee billings.

If your representative recommends a product previously purchased in a commission-based account be transferred into an advisory account, the recommendation can be deemed to be a conflict of interest. We manage this conflict through written disclosure to you and by imposing reasonable controls designed to monitor for this activity.

Our firm and your representative do not retain 12b-1 fees paid by funds for either qualified or non-qualified accounts. SAA programs implemented a policy by which investment advisor representatives are required to complete all new purchases of mutual funds in advisory accounts at the lowest available share class. Further, SAA programs implemented a policy requiring that 12b-1 trails be credited back to all existing advisory accounts (qualified and non-qualified) that hold positions in higher-fee share classes.

### ***Financial Advisors Program (FAP)***

We charge an annual management fee for investment management services through FAP accounts. Your representative negotiates fees with you based on the complexity of your financial situation and the services that are provided, the experience and standard fees charged by your representative and the nature and total dollar asset value of the assets maintained in your account. The maximum annualized management fee that can be charged to you for these programs by the advisor or representative is 3%. The exact fee charged or fee schedule used is disclosed to you prior to services being provided. Your representative can choose to bundle related FAP accounts to achieve a break on management fees. When accounts are bundled, the total average daily balance for all of the bundled accounts is used to determine the fee percentage from the fee schedule. This percentage is then applied to each account and a fee is charged to each respectively.

Typically, management fees are automatically deducted from the FAP account according to an authorization provided in the client agreement. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice.

SAA retains up 25 basis points (.25%) of your representative's annualized management fee as compensation for providing administrative and support services. SAA and your

representative will then split the balance of the annualized management fee by a pre-determined payout schedule. Account bundling does not reduce the administrative fee; each account is priced separately for purposes of the administrative fee. Representatives can receive a reduced administrative and support services fee based on total assets under management placed in the FAP, therefore creating a potential conflict of interest.

You can also be assessed ticket charges on account transactions and other miscellaneous charges by SAI, NFS or Pershing on account transactions. Miscellaneous charges can include custodial fees levied by the custodian. Account assets can also be subject to additional fees and expenses as explained in the prospectus for mutual funds or exchange traded funds.

#### Management fees for Financial Advisors Program Accounts Held at National Financial Services

Management fees for FAP accounts held at NFSs are billed in advance with the exception of the initial fee. If the account is billed monthly, the initial fee is billed in arrears and prorated based on the number of days that services are provided during the first billing period. This initial fee is billed at the same time the first full period fee is billed in advance. If fees are billed quarterly, the account is charged its first fee in the first full month that the account contains assets. If the first month that the account contains assets is the first or second month of the calendar quarter, the fee is prorated for the partial quarter. If the first month that the account contains assets is the third month of the calendar quarter, the initial fee is billed in arrears and prorated based on the number of days that services were provided during the partial billing period. This initial fee is billed at the same time the first full period fee is billed in advance.

Fees are calculated at the beginning of each calendar billing period (monthly or quarterly) based on the average daily balance of the FAP account assets under management for the previous period. The assets are valued by an independent pricing service where available or by NFS in good faith, based on NFS's books and records. The market value of variable annuity accounts included in the management portfolio is included in the calculation of management fees. SAA might not receive daily account valuation information for variable annuities from the insurance companies or their custodians. In limited circumstances, management fees on certain variable annuity accounts can be based on the weekly or monthly average balance. You can pay more or less in management fees when the pricing is based on a weekly or monthly average balance compared to management fees charged when the pricing is based on the average daily balance. The average daily balance does not take into account unpriced securities or any days when accounts have a zero balance. When required, NFS sends you a brokerage account statement at the beginning of each billing period that includes a management fee notification. The management fee notification shows the average daily balance, how the fee was calculated, any adjustment to the fee and an explanation of any

adjustment, and the net fee to be deducted later in the period from your core account investment vehicle within the account. You can also be assessed ticket charges on account transactions and other miscellaneous charges by SAI and/or NFS on account transactions. Miscellaneous charges can include custodial fees levied by the custodian. Account assets can also be subject to additional fees and expenses as explained in the prospectus for mutual funds, exchange traded funds or other investments.

The fee can be a flat fee, a linear fee whereby the percentage is fixed on the total assets in your account or a tiered fee schedule whereby the percentage-based fee is lowered as assets in your accounts increase. The exact fee charged or fee schedule used is disclosed to you in the fee schedule prior to services being provided.

#### Management Fees for Financial Advisors Program Accounts Held at Pershing

Management fees for FAP accounts held at Pershing are billed in advance with the exception of the initial fee. If the account is billed monthly, the initial fee is billed in arrears and prorated based on the number of days services were provided during the first billing period. If fees are billed quarterly, the account is charged its first fee in the first full month that the account contains assets. If the first month that the account contains assets is the first or second month of the calendar quarter, the fee is prorated for the partial quarter. If the first month that the account contains assets is the third month of the calendar quarter, the initial fee is billed in arrears and prorated based on the number of days services were provided during the partial billing period.

Management fees for FAP accounts held at Pershing are calculated at the beginning of each calendar billing period (monthly or quarterly) based on the value of account assets under management as of the close of business on the last business day of the preceding period. The assets are valued by an independent pricing service, where available, or by Pershing in good faith, based on Pershing's books and records. The market value of variable annuity accounts included in the management portfolio is included in the calculation of FAP management fees. We might not receive daily account valuation information for variable annuities from the insurance companies or their custodians. In limited circumstances, management fees on certain variable annuity accounts can be based on the weekly or monthly average balance. You can pay more or less in management fees when the pricing is based on a weekly or monthly average balance compared to management fees charged when the pricing is based on the average daily balance. You can also be assessed ticket charges on account transactions and other miscellaneous charges by SAI or Pershing on account transactions. Miscellaneous charges can include custodial fees levied by the custodian. Account assets can also be subject to additional fees and expenses as explained in the prospectus for mutual funds, exchange traded funds or other investments.

The fee can be a linear (fixed) percentage fee on the total assets in your account or a tiered fee schedule whereby the percentage-based fee is lowered as assets in your

accounts increase. The exact fee charged or fee schedule used is disclosed to you in the fee schedule prior to services being provided.

### ***Independent Managed Assets Program***

Our firm and your representatives are compensated by the Independent Managed Assets Program money managers or turn-key wrap programs sponsors through solicitor or consulting fees. You should be aware the solicitor or consulting fees paid to our firm and your representatives differ among recommended managers and turn-key wrap programs. We can receive marketing override fees or premier sponsor fees from third-party money managers or turn-key wrap program sponsors. If we do not receive marketing override fees or premier sponsor fees, then we can retain up to 10% of the representative's solicitation fees or consulting fees from those programs.

Fees can be negotiated but generally range from .10% to 3 % annually, depending upon the program selected, the size of the account and the services covered. Under some programs, an inclusive fee covers account management, brokerage, clearance, custody and administrative services. In other programs, the account can be charged separately for such services. The amount of the fees, services provided, payment structure, termination provisions and other aspects of each program are detailed and disclosed in the third-party investment advisor's Form ADV, the wrap fee disclosure brochure or other applicable disclosure documents such as the disclosure documents of the managers selected and the account opening documents. Our firm and your representative share in a portion of the fee charged by the third-party money manager. The shared portion varies from program to program. You can request the shared amount from us, and we will provide that information to you.

In mutual fund/variable annuity programs, your representative assists you in selecting various strategies consisting of model portfolios of mutual funds and/or variable annuity sub-accounts or assists you in designating certain of your existing investment in mutual funds and/or variable annuities to be managed by a third-party investment advisor firm. Our firm and your representatives do not manage or obtain discretionary authority over the assets in accounts participating in these programs. The third-party advisor either rebalances the mutual funds, variable annuity sub-accounts or model portfolios selected by you on a predetermined schedule or actively manages a portfolio of mutual funds and/or variable annuity sub-accounts in accordance with your stated general strategy or objectives.

Annual fees charged as a percentage of assets under management are charged monthly or quarterly in advance or arrears as agreed upon between you and your representative. Your representative quotes an exact percentage to you based on the nature and total asset value of that account.

## ***Managed Opportunities Program***

You pay an annual management fee based on a percentage of assets under management for all Managed Opportunities accounts. Your representative negotiates fees with you based on the complexity of your financial situation, the services provided, his or her experience, the standard fees charged by your representative and the nature and total dollar asset value of the assets maintained in your account. The maximum annualized management fee that can be charged to you is 3%. The exact fee or fee schedule will be disclosed to you prior to services being provided. The representative is paid a portion of the management fee for solicitations/referrals to fund strategist portfolios, separate account portfolios and unified managed Account Portfolios.

You can make cash additions to your account at any time and can withdraw account assets upon notice to our firm, SAI, SAA and, if applicable, your representative. Assets in excess of a threshold amount (as such amount is determined from time to time by our firm, SAA or SAI), deposited into or withdrawn from the account by you can be charged or refunded a prorated portion of the management fee based on the number of days during the billing period that assets were held in the account.

In the Unified Managed Account Portfolios program, accounts are subject to an annual minimum account fee. The annual minimum account fee depends on the specific Unified Managed Account Program selected by you and is disclosed on the Managed Opportunities client fee schedule. Imposing an annual minimum account fee on smaller accounts can result in an annual management fee greater than the stated maximum percentage.

We retain a portion of the representative's annualized management fee for management, administrative and support services we provide. Sub-advisors are compensated by us from our portion of the fees. We pay the balance of the annualized management fee to the representative; we charge the representative a minimum administrative fee. The fees paid to our firm are disclosed in the Managed Opportunities Program Investment Strategy Summary provided to you as part of the client agreement. Representatives can receive a reduced administrative and support services fee based on total assets under management placed in the Managed Opportunities program, therefore creating a potential conflict of interest.

You can also be assessed ticket charges on account transactions and other miscellaneous charges by SAI, NFS or Pershing on account transactions. Account assets can also be subject to additional fees and expenses as explained in the prospectus for mutual funds or exchange traded funds.

*Management fees for Managed Opportunities Program Accounts Held at NFS*

Management fees are calculated monthly at the beginning of each month based on either the average daily balance (ADB) or the period ending balance (PEB) of client's account assets under management for the previous month. Management fees are billed in advance with the exception of the initial fee. The initial fee is billed in arrears, prorated based on the number of days that services were provided during the first billing month. This initial fee is billed at the same time the first full month's fee is billed in advance. For all Managed Opportunities portfolios except the Unified Managed Accounts program, management fees are calculated at the beginning of each month based on the ADB of your account assets under management for the previous period. The ADB does not take into account unpriced securities held in the account.

For the Unified Managed Accounts program, management fees are calculated at the beginning of the month based on the PEB balance of your account assets under management for the previous month. Any unpriced securities held in the account are not included in the account's billable value.

You provide us with written authorization to have management fees automatically deducted from your accounts. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice. In such cases, the management fee is noted as zero on your account statements. At no time will our firm, SAA or SAI act as custodian of your accounts or have direct access to your funds and/or securities. When required, SAA or the account custodian sends you a management fee notification at the beginning of each billing period. The management fee notification can be included on your brokerage account statements. The management fee notification shows the average daily balance computed fee, any adjustment to the fee and the net fee to be deducted later in the billing period from your core account investment vehicle. Advisors and/or sub-advisors will maintain cash in the core account investment vehicle in order to pay for management fees and other charges and fees. Fees and charges are noted on your statements.

Variable annuity policies can be linked to Managed Opportunities Advisor Directed accounts. The variable annuity policy prospectus contains information about limitations and restrictions on making cash additions and withdrawals from any linked policy, and you should review that information. With respect to the Managed Opportunities Advisor Directed Program Portfolios, the market value of variable annuity accounts included in the management portfolio can be included in the calculation of the management fees. We might not receive daily account valuation information for variable annuities from the insurance companies or their custodians. In some circumstances, when ADB is used, management fees on certain variable annuity accounts can be based on the weekly or monthly average balance. You can pay more or less in management fees when the pricing is based on a weekly or monthly average balance compared to management fees when the pricing is based on the average daily balance.

If an account is terminated and securities are liquidated, you can incur separate charges for each transaction. In addition, you can incur contingent deferred sales charges (CDSC) imposed by mutual fund companies on mutual fund position liquidations if you direct us

to liquidate the account or switch managers. All other brokerage commissions are waived in Managed Opportunities Program accounts. You are subject to a \$200 transfer charge if, within 12 months of the establishing a Managed Opportunities Program portfolio, you direct us to transfer the assets of that portfolio to another Managed Opportunities Program portfolio.

The fee is a tiered fee schedule whereby the percentage-based fee is lowered as assets in your accounts increase. The exact fee charged or fee schedule used is disclosed to you in the fee schedule prior to services being provided.

Management fees for Managed Opportunities Program Accounts Held at Pershing

Management fees for Managed Opportunities accounts held at Pershing are calculated monthly at the beginning of each month based on the value of account assets under management as of the close of business on the last business day of the preceding month. The assets are valued by an independent pricing service, where available, or by Pershing in good faith, based on Pershing's books and records. Management fees are billed in advance with the exception of the initial fee. The initial fee is billed in arrears, prorated based on the number of days that services were provided during the first month. This initial fee is billed at the same time the first full month's fee is billed in advance. Fee calculations are based solely on the PEB and do not take into consideration any day(s) in the month where the account has a zero balance. In addition, any unpriced securities held in the account are not included in the account's billable value.

You provide us with written authorization to have management fees automatically deducted from your accounts. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice. In such cases, the management fee is noted as zero on your account statements. At no time will SAA or SAI act as custodian of your accounts or have direct access to your funds and/or securities. Advisors and/or sub-advisors will maintain cash in the core account investment vehicle in order to pay for management fees and other charges and fees. You can also be assessed ticket charges on account transactions and other miscellaneous charges by SAI or Pershing on account transactions. Miscellaneous charges can include custodial fees levied by the custodian. Account assets can also be subject to additional fees and expenses as explained in the prospectus for mutual funds, exchange traded funds or other investments. Fees and charges are noted on your statements.

Variable annuity policies can be linked to Managed Opportunities Advisor Directed accounts. The variable annuity policy prospectus contains information about limitations and restrictions on making cash additions and withdrawals from any linked policy, and you should review that information. With respect to the Managed Opportunities Advisor Directed Program Portfolios, the market value of variable annuity accounts included in the management portfolio can be included in the calculation of the management fees. We might not receive daily account valuation information for variable annuities from the insurance companies or their custodians. In limited circumstances, management fees on

certain variable annuity accounts can be based on the weekly or monthly average balance. You can pay more or less in management fees when the pricing is based on a weekly or monthly average balanced compared to management fees charged when the pricing is based on the average daily balance.

If an account is terminated and securities are liquidated, you can incur separate charges for each transaction. In addition, you can incur contingent deferred sales charges (CDSC) imposed by mutual fund companies on mutual fund position liquidations if you direct us to liquidate the account or switch managers. All other brokerage commissions are waived in Managed Opportunities Program accounts. You are subject to a \$200 transfer charge if, within 12 months of establishing a Managed Opportunities Program portfolio, you direct us to transfer the assets of that portfolio to another Managed Opportunities Program portfolio.

The fee is a tiered fee schedule whereby the percentage-based fee is lowered as assets in your accounts increase. The exact fee charged or fee schedule used is disclosed to you in the fee schedule prior to services being provided.

## Item 5: Fees and Compensation

### A. Fee Schedule

#### *Portfolio Management Fees – LPF Advisors, LLC (LPFADV)*

Total Assets Under Management	Annual Fees
\$0 - \$499,999	1.25%
\$500,000 - \$999,999	1.05%
\$1,000,000 - \$1,999,999	0.85%
\$2,000,000 - \$2,999,999	0.65%
\$3,000,000 – And Up	0.45%

LPFADV uses the value of the account as of the last business day of the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.



## ***Portfolio Management Fees – Adam Carter, D/B/A Waypoint Advisors***

<b>Total Assets Under Management</b>	<b>Annual Fee</b>
\$0 - \$249,999	1.29%
\$250000 - \$749,999	1.19%
\$750000 - \$1,499,999	1.09
\$1,500,000 - \$2,999,999	0.99%
\$3000000 - AND UP	0.89%

Adam Carter, D/B/ A Waypoint Advisors a branch of LPFADV Portfolio Management fee scheduled is a separate fee schedule from LPFADV and only intended for Waypoint Advisors clients. Waypoint Advisors uses the value of the account as of the last business day of the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

### ***Selection of Other Advisers Fees***

LPFADV and/or Waypoint Advisors will receive its standard fee on top of the fee paid to the third-party adviser. This relationship will be memorialized in each contract between LPFADV and/or Waypoint Advisors and each third-party adviser. The fees will not exceed any limit imposed by any regulatory agency.

Our firm and your representatives are compensated by the Independent Managed Assets Program money managers or turn-key wrap programs sponsors through solicitor or consulting fees. You should be aware the solicitor or consulting fees paid to our firm and your representatives differ among recommended managers and turn-key wrap programs. We can receive marketing override fees or premier sponsor fees from third-party money managers or turn-key wrap program sponsors. If we do not receive marketing override fees or premier sponsor fees, then we can retain up to 10% of the representative's solicitation fees or consulting fees from those programs.

Fees can be negotiated but generally range from .10% to 3 % annually, depending upon the program selected, the size of the account and the services covered. Under some programs, an inclusive fee covers account management, brokerage, clearance, custody and administrative services. In other programs, the account can be charged separately for such services. The amount of the fees, services provided, payment structure, termination provisions and other aspects of each program are detailed and disclosed in the third-party investment advisor's Form ADV, the wrap fee disclosure brochure or other applicable disclosure documents such as the disclosure documents of the managers selected and the account opening documents. Our firm and your representative share in a portion of the fee charged by the third-party money manager. The shared portion varies from program

to program. You can request the shared amount from us, and we will provide that information to you.

### ***Financial Planning Fees***

Depending on the level of the financial planning services to be provided, fees are charged as follows:

Service Level	Fee
Hourly	\$150 - \$300 per hour
One-time Flat	\$250 - \$10,000
Annual Retainer	\$3,000 - \$10,000

### **Fixed Fees**

The fixed rate for creating client financial plans is between \$250 and \$10,000.

### **Hourly Fees**

The hourly fee for these services is between \$150 and \$300.

LPFADV or the client may terminate the agreement without penalty, for full refund of LPFADV's fees, within five business days of signing the Financial Planning Agreement. Thereafter, clients may terminate the Financial Planning Agreement upon verbal or written notice. In the event of early termination of the Financial Planning Agreement LPFADV will deliver any partial plan prepared to the client.

## **B. Payment of Fees**

### ***Payment of Portfolio Management Fees***

Asset-based portfolio management fees are withdrawn directly from the client's accounts with client's written authorization on a monthly basis. Fees are paid in arrears.

### ***Payment of Selection of Other Advisers Fees***

The timing, frequency, and method of paying fees for selection of third-party managers will depend on the specific third-party adviser selected and will be disclosed to the client prior to entering into a relationship with the third-party advisor.

Typically, management fees under the FAP are automatically deducted from the FAP account according to an authorization provided in the client agreement. On an exception basis, you can have your management fees paid from other accounts or have us bill you directly by invoice.

For the Managed Opportunities Program, National Financial Services, Pershing, LLC (Pershing) or other custodians maintain custody of funds and securities. Our firm is authorized to deduct fees directly from your accounts to pay for investment management services.

Annual fees for the IMAP are charged as a percentage of assets under management on a monthly or quarterly basis in advance or arrears as agreed upon between you and your representative. Your representative quotes an exact percentage to you based on the nature and total asset value of that account.

### ***Payment of Financial Planning Fees***

Financial planning fees are paid via check and wire.

Fixed financial planning fees are paid 100% in advance, but never more than six months in advance.

Hourly financial planning fees are paid 100% in advance, but never more than six months in advance.

### **C. Client Responsibility for Third Party Fees**

Clients are responsible for the payment of all third-party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by LPFADV. Please see Item 12, Brokerage Practices, of this brochure regarding broker-dealer/custodian.

### **D. Prepayment of Fees**

LPFADV collects certain fees in advance and certain fees in arrears, as indicated above. Refunds for fees paid in advance but not yet earned will be refunded on a prorated basis

and returned within fourteen days to the client via check or return deposit back into the client's account.

Fixed fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination.

For hourly fees that are collected in advance, the fee refunded will be the balance of the fees collected in advance minus the hourly rate times the number of hours of work that has been completed up to and including the day of termination.

### **E. Outside Compensation for the Sale of Securities to Clients**

Neither LPFADV nor its supervised persons accept any compensation for the sale of investment products, including asset-based sales charges or service fees from the sale of mutual funds.

## **Item 6: Performance-Based Fees and Side-By-Side Management**

LPFADV does not charge or accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

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

LPFADV generally provides advisory services to the following types of clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals
- ❖ Corporations or Business Entities

We do not impose a minimum investment amount or other requirements for our financial planning services.

The recommended minimum account size in the Financial Advisors Program (FAP) is \$25,000.

Minimum account sizes for the Independent Managed Assets Program (IMAP) are determined by each participating money manager and turn-key wrap program. Minimums for each program are negotiable.

Recommended minimums to establish and maintain an account in the Securities America Advisors (SAA) Managed Opportunities Program are:

- \$50,000 for Managed Opportunities Fund Strategist Portfolios

- \$100,000 for Managed Opportunities Separate Account Portfolios
- \$150,000 for Managed Opportunities Unified Managed Account Portfolios
- \$50,000 for Managed Opportunities Advisory Directed Account Portfolios

Additionally, other, third party money managers may have minimum account and minimum fee requirements in order to participant in their programs. Each third-party money manager will disclosure its minimum account size and fees in its From ADV part 2A Disclosure Brochure.

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

### **A. Methods of Analysis and Investment Strategies**

#### ***Methods of Analysis***

LPFADV's methods of analysis include Modern portfolio theory.

**Modern portfolio theory** is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

#### ***Investment Strategies***

LPFADV uses the long term purchases (securities held at least one year), and short-term purchases (securities sold within a year) investment strategies in our programs.

For all accounts, a specific investment strategy or investment policy is determined for you focusing on your specific financial situation, goals and objectives. Your representative is responsible for developing and determining the investment strategy used with your accounts. LPFADV is also responsible for monitoring your portfolio and, when appropriate, reallocating the portfolios based on changing market conditions, changes in your individual circumstances or other factors. If your account is managed on a discretionary basis, reallocations are implemented without prior notice to you. If the account is managed on a non-discretionally basis, you will be consulted prior to any securities being reallocated. Reference Item 16: Investment Discretion

**Long term trading** is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

**Selection of Other Advisers:** Although LPFADV will seek to select only money managers who will invest clients' assets with the highest level of integrity, LPFADV's selection

process cannot ensure that money managers will perform as desired and LPFADV will have no control over the day-to-day operations of any of its selected money managers. LPFADV would not necessarily be aware of certain activities at the underlying money manager level, including without limitation a money manager's engaging in unreported risks, investment "style drift" or even regulatory breaches or fraud.

**Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## B. Material Risks Involved

### *Methods of Analysis*

**Modern portfolio theory** assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

## C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below (leaving aside Treasury Inflation Protected/Inflation Linked Bonds) are not guaranteed or insured by the FDIC or any other government agency. Additionally, investment portfolios, programs, models, asset allocations or strategies, entail the risk of loss, and values and returns fluctuate over time. While we seek to limit any losses, there have been periods of loss in the past and there will likely be others in the future. LPFADV and our investment advisor representatives emphasize investment returns, particularly over shorter time periods, that depend on trends in the various investment markets. Thus, our investment management services are generally suitable only for long-term investment objectives or strategies rather than short-term trading purposes. Diversification does not guarantee a profit or guarantee to protect you against loss, and there is no guarantee that your investment objectives will be achieved. Again, these programs, models, asset allocations strategies are not FDIC insured and the investments in them may lose value. All investment programs have certain risks that are borne by you. Our investment approach keeps the risk of loss in mind.

**Mutual Funds:** Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment

returns. The funds can be of bond “fixed income” nature (lower risk) or stock “equity” nature.

**Equity** investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

**Fixed income** investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

**Exchange Traded Funds (ETFs):** An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance.

**Private placements** carry a substantial risk as they are subject to less regulation than are publicly offered securities, the market to resell these assets under applicable securities laws may be illiquid, due to restrictions, and the liquidation may be taken at a substantial discount to the underlying value or result in the entire loss of the value of such assets.

**Non-U.S.** securities present certain risks such as currency fluctuation, political and economic change, social unrest, changes in government regulation, differences in accounting and the lesser degree of accurate public information available.

**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, ETFs, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear. There is no guarantee that your investment objective will be achieved.**

## **Item 9: Disciplinary Information**

### **A. Criminal or Civil Actions**

There are no criminal or civil actions to report.

### **B. Administrative Proceedings**

There are no administrative proceedings to report.

### **C. Self-regulatory Organization (SRO) Proceedings**

There are no self-regulatory organization proceedings to report.

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

### **A. Registration as a Broker/Dealer or Broker/Dealer Representative**

Our advisory representatives are also registered representatives of Securities America, Inc. (SAI). All commission based You can engage them in this separate capacity to render securities brokerage services under a commission arrangement. Our representatives can have a financial incentive to recommend that a financial plan be implemented using a certain product or service. This is a conflict of interest because they could receive commissions in their capacity as registered representatives and could also receive advisory fees in their capacity as an investment advisor representative.

You are under no obligation to use the services of our representatives in this separate capacity or to use SAI and can select any broker/dealer you wish to implement securities transactions. If you select our representatives to implement securities transactions in their separate capacity as registered representatives, they must use SAI. Prior to effecting any transactions, you are required to enter into a new account agreement with SAI. The commissions charged by SAI can be higher or lower than those charged by other broker/dealers.

### **B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor**



Neither LPFADV nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

### **C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests**

Kristopher Flammang, Mark Lurz, Mark Picchi, Craig Lee Smith, and Adam Carter, are independent licensed insurance agents, and from time to time, will offer clients advice or products from those activities. Clients should be aware that these services pay a commission or other compensation and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment adviser. LPFADV always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to utilize the services of any representative of LPFADV in connection with such individual's activities outside of LPFADV.

Our firm is a registered investment advisor and only provides 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 can sell other products or provide services outside of their role as investment advisor representatives with us.

#### **Insurance**

Some of our advisory representatives are also independently licensed to sell insurance products through various insurance companies. When acting in this capacity, they can receive fees or commissions for selling these products. This is a conflict of interest. You are under no obligation to act on these insurance recommendations or to direct insurance transactions to insurance companies with which our representatives can be licensed. Suitable insurance and investment products may be available from other companies.

#### **Registered Representative**

Our advisory representatives are also registered representatives of Securities America, Inc. (SAI). You can engage them in this separate capacity to render securities brokerage services under a commission arrangement. Our representatives can have a financial incentive to recommend that a financial plan be implemented using a certain product or service. This is a conflict of interest because they could receive commissions in their capacity as registered representatives and could also receive advisory fees in their capacity as an investment advisor representative.

You are under no obligation to use the services of our representatives in this separate capacity or to use SAI and can select any broker/dealer you wish to implement securities

transactions. If you select our representatives to implement securities transactions in their separate capacity as registered representatives, they must use SAI. Prior to effecting any transactions, you are required to enter into a new account agreement with SAI. The commissions charged by SAI can be higher or lower than those charged by other broker/dealers.

### Third Party Money Managers

We can form relationships with independent, third party money managers, and may recommend that clients work directly with these money managers. When we refer clients to a third party money manager, we receive a portion of the fee charged by that manager. Therefore, we have a conflict of interest because we do recommend some third party money managers that agree to compensate us by paying us a portion of the fees billed to your account managed by the third party manager.

### Waypoint Advisors – Adam Carter – a LPFADV Investment Advisor Representative (IAR)

Adam Bruce Carter DBA Waypoint Advisors, is a public speaker. He educates on basic financial health topics such as budgeting and debt repayment.

Adam Bruce Carter is an investment adviser representative with another investment advisory firm. From time to time, he may offer clients advice or products from those activities and clients should be aware that these services may involve a conflict of interest. LPF Advisors, LLC acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of any representative of LPF Advisors, LLC in such individual's outside capacities.

Our firm offers services through our network of investment advisor representatives ("Advisor Representatives" or "IARs"). IARs may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. The Client should understand that the businesses are legal entities of the IAR and not of our firm LPFADV. The IARs are under the supervision of our firm LPFADV, and the advisory services of the IAR are provided through our firm LPFADV. Our firm LPFADV has the arrangement described above with the following Advisor Representatives:

Adam Carter, Waypoint Advisors.

## **D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections**

LPFADV may direct clients to third-party investment advisers to manage all or a portion of the client's assets. Clients will pay LPFADV its standard fee in addition to the standard fee for the advisers to which it directs those clients. This relationship will be memorialized in each contract between LPFADV and each third-party advisor. The fees will not exceed

any limit imposed by any regulatory agency. LPFADV will always act in the best interests of the client, including when determining which third-party investment adviser to recommend to clients. LPFADV will ensure that all recommended advisers are licensed or notice filed in the states in which LPFADV is recommending them to clients.

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

### **A. Code of Ethics**

The LPFADV has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. The LPFADV Code of Ethics describes the firm's fiduciary duties and responsibilities to clients and sets forth LPFADV practice of supervising the personal securities transactions of employees with access to client information. Individuals associated with LPFADV may trade the same or different securities for their personal accounts compared to those recommended to clients. It is the expressed policy of LPFADV that no person employed by the firm shall prefer his or her own interest to that of an advisory client or make personal investment decisions based on investment decisions of advisory clients.

To supervise compliance with its Code of Ethics, LPFADV requires that anyone associated with this advisory practice with access to advisory recommendations provide annual securities holding reports and quarterly transaction reports to the firm's principal. LPFADV also requires such access persons to receive approval from the Chief Compliance Officer prior to investing in any IPOs, private placements or limited offerings.

LPFADV's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information and protecting the confidentiality of client information. LPFADV requires that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. Any individual not in observance of the above may be subject to discipline. LPFADV will provide a complete copy of its Code of Ethics to any client or prospective client upon request.

It is LPFADV's policy that the firm will not affect any principal or agency cross securities transactions for client accounts. LPFADV will also not cross trades between client accounts. Principal transactions are generally defined as transactions where an advisor, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal transaction may also be deemed to have occurred if a security is crossed between an affiliated private fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment advisor in relation to a transaction in which the investment advisor, or any person controlled by or under common control with the investment advisor, acts as broker for both the advisory client and for another person on the other

side of the transaction. Agency cross transactions may arise where an advisor is dually registered as a broker-dealer or has an affiliated broker-dealer.

## **B. Conflicts of Interest**

Conflicts of interest that can arise in the course of providing investment management services, are described throughout this Brochure, as are some of our policies and procedures designed to address specific conflicts of interest, such as our Code of Ethics and personal trading practices.

We have a compliance program in place that is intended to identify, mitigate and, in certain instances, prevent actual and potential conflicts of interest, ensure compliance with legal and regulatory requirements and ensure compliance with client investment guidelines and restrictions. Our compliance program includes written policies and procedures that we believe are reasonably designed to prevent violations of applicable law and regulations.

## **C. Participation or Interest in Client Transactions**

Refer to the following sections listed below and review this ADV closely and discuss any potential conflicts of interest with your investment advisor representative.

Item 10: Other Financial Industry Activities and Affiliations

Item 12: Brokerage Practices

Item 14: Client Referrals and other Compensation

## **D. Recommendations Involving Material Financial Interests**

LPFADV does not recommend that clients buy or sell any security in which a related person to LPFADV or LPFADV has a material financial interest.

## **E. Personal Trading - Investing Personal Money in the Same Securities as Clients**

From time to time, representatives of LPFADV may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of LPFADV to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. LPFADV will always document any transactions that could be construed as conflicts of interest and will never

engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

## **F. Personal Trading - Trading Securities At/Around the Same Time as Clients' Securities**

From time to time, representatives of LPFADV may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of LPFADV to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, LPFADV will never engage in trading that operates to the client's disadvantage if representatives of LPFADV buy or sell securities at or around the same time as clients.

## **G. Inside Trading**

LPFADV and our supervised persons may come into possession of material non-public information which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, our firm and our supervised persons are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is a client. Accordingly, should LPFADV or our supervised persons come into possession of material non-public information, with respect to any company, we and they are prohibited from communicating such information to, or using such information for the benefit of, our respective clients. We have no obligation or responsibility to disclose such information to, nor responsibility to use such information for the benefit of, our clients when following policies and procedures designed to comply with law.

LPFADV and our affiliated entities have adopted an "Insider Trading Policy" in accordance with Section 204A of the Advisors Act which establishes procedures to prevent the misuse of material non-public information by our firm and our supervised persons. If your investment advisor representative maintains a personal investment account with another advisory firm or broker/dealer, he or she must make arrangements with that outside firm or broker/dealer to send statements to SAI at least quarterly and provide such statements to LPFADV RIA firm. The representative must complete a quarterly transactions report for LPFADV and an annual certification concerning his or her personal securities activities to LPFADV and SAI, and provide such additional information about personal trading activities as may be required under the Insider Trading Policy and the Code of Ethics. Supervised persons who violate this policy may be subject to sanctions imposed by our firm.

## **H. Political Contributions**

LPFADV requires our supervised persons to obtain written pre-clearance, for all state, local and federal office, or an office of any state, local or federal government entity or subdivision, or to a political action member, ("PAC"), prior to any proposed political contributions, as well as fundraising, volunteering for, or otherwise engaging in any activity with respect to any of the above, for all supervised person, the supervised person's spouse, or any immediate family member, including LPFADV as a firm.

## **Item 12: Brokerage Practices**

### **A. Factors Used to Select Custodians and/or Broker/Dealers**

Custodians/broker-dealers will be recommended based on LPFADV's duty to seek "best execution," which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances. Clients will not necessarily pay the lowest commission or commission equivalent, and LPFADV may also consider the market expertise and research access provided by the broker/dealer and/or custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers that may aid in LPFADV's research efforts. LPFADV will never charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer/custodian.

LPFADV will primarily use Schwab Institutional, a division of Charles Schwab & Co., Inc.

Securities America Inc., SAI - Brokerage Services

Generally, brokerage transactions are processed by SAI and cleared by National Financial Services or Pershing. National Financial Services and Pershing are not affiliated with SAA or SAI. We have also entered into agreements with various insurance companies that allow for the management and valuation of client's variable annuity accounts within some programs. The insurance company custodians maintain custody of all variable annuity accounts. SAA and SAI do not act as a custodian for any account. Generally, SAA and SAI do not maintain custody of client funds or securities. Outside custodians maintain custody of all funds and securities. Because some of the programs described in this document allow for the direct deduction of advisory fees from client accounts our firm can be deemed to have limited custody of client assets. SAA and SAI can be deemed to have limited custody for certain transmittal policies. For example, by giving you the ability to transfer funds between accounts you own and that are titled in the same name or, if you specifically request it, transferring funds between accounts you own that are titled in

different names, SAI can be deemed to have limited custody. Additionally, by giving you the ability to have funds sent from your account to your address of record or, if you specifically request, to some other address, SAI can be deemed to have limited custody of your assets. In each of these cases, SAA, SAI and/or your representative can be deemed to have limited custody. Outside custodians maintain custody of all funds and securities.

### ***1. Research and Other Soft-Dollar Benefits***

While LPFADV has no formal soft dollars program in which soft dollars are used to pay for third party services, LPFADV may receive research, products, or other services from custodians and broker-dealers in connection with client securities transactions (“soft dollar benefits”). LPFADV may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client’s transactions paid for it, and LPFADV does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. LPFADV benefits by not having to produce or pay for the research, products or services, and LPFADV will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that LPFADV’s acceptance of soft dollar benefits may result in higher commissions charged to the client.

### ***2. Brokerage for Client Referrals***

LPFADV receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

### ***3. Clients Directing Which Broker/Dealer/Custodian to Use***

LPFADV will require clients to use a specific broker-dealer to execute transactions. Not all advisers require clients to use a particular broker-dealer.

## **B. Aggregating (Block) Trading for Multiple Client Accounts**

If LPFADV buys or sells the same securities on behalf of more than one client, then it may (but would be under no obligation to) aggregate or bunch such securities in a single transaction for multiple clients in order to seek more favorable prices, lower brokerage commissions, or more efficient execution. In such case, LPFADV would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts



are not systematically disadvantaged by this policy. LPFADV would determine the appropriate number of shares and select the appropriate brokers consistent with its duty to seek best execution, except for those accounts with specific brokerage direction (if any).

## **Item 13: Review of Accounts**

### **A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews**

Client accounts for LPFADV's advisory services are reviewed as needed, as required and as appropriate by LPFADV supervisors (SAI Principals) and your representative. The nature and timing of the reviews may vary by your representative. All accounts, on an ongoing basis are reviewed at least Annually by Kristopher S Flammang, CCO, Co Owner, with regard to clients' respective investment policies/strategies, objectives, risk tolerance levels and. Accounts at LPFADV are assigned to this reviewer.

Financial planning accounts are reviewed upon financial plan creation and plan delivery by Kristopher S Flammang, CCO, Co-Owner. Financial planning clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

Accounts with third-party money managers are reviewed at least annually, with regard to clients' respective investment policies/strategies, objectives, risk tolerance levels. Although, reviews may be conducted more frequency and monitored at the discretion of your representative or the independent investment advisor firm, their representatives and money managers handling the accounts.

Securities America Advisors, (SAA) – FAP and Managed Opportunely programs

FAP accounts are reviewed by your representative as needed, as required and as appropriate. The nature and timing of the reviews can vary but are conducted at least annually.

You will receive monthly statements from the account custodian or clearing firm if your account has activity during the month. If the account does not have any monthly activity, an account statement is provided by the account custodian or clearing firm at least quarterly. Such statements will show any activity in the account, as well as period ending position balances. You will also receive a confirmation from the custodian or clearing firm of each purchase and sale transaction that occurs within the FAP account.



Managed Opportunities Program accounts are reviewed by your representative as needed, required and appropriate. The nature and timing of the reviews can vary but are conducted at least annually.

Clients participating in the Managed Opportunities Program are able to view daily and quarterly performance reports on a web site maintained on behalf of SAA by a third-party which describes the performance, holdings and other activity in your account. During any month in which there is activity in Managed Opportunities accounts, you receive a statement from the account custodian or clearing firm showing the activity in the account as well as positions held in the account at month end. You also receive a confirmation of each purchase and sale transaction that occurs within your Managed Opportunities account. If there is no activity in the account, you receive statements at least quarterly from the account custodian or clearing firm.

#### **B. Factors That Will Trigger a Non-Periodic Review of Client Accounts**

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, LPFADV's services will generally conclude upon delivery of the financial plan.

#### **C. Content and Frequency of Regular Reports Provided to Clients**

Each client of LPFADV's advisory services provided on an ongoing basis will receive a quarterly report detailing the client's account, including assets held, asset value, and calculation of fees. This written report will come from the custodian.

Each financial planning client will receive the financial plan upon completion. (Financial planning clients do not typically receive reports other than the written plan contracted for and provided by LPFADV.)

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

#### **A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)**

LPGADV may enter into an agreement with a third-party investment advisor (i.e., money manager) for which your representative acts as a solicitor. We do this through the Independent Managed Assets Program (IMAP) offered by Securities America Advisors, Inc. (SAA), an investment advisor registered with the Securities and Exchange Commission. SAA has approved a group of money managers that are registered as investment advisors and who sponsor turn-key wrap programs offering advisory services including asset allocation, market timing and portfolio management. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations. One or more of these money managers will be affiliated entities of SAA.

With respect to Schwab, LPFADV receives access to Schwab's institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For LPFADV client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab also makes available to LPFADV other products and services that benefit LPFADV but may not benefit its clients' accounts. These benefits may include national, regional or LPFADV specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of LPFADV by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist LPFADV in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of LPFADV's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of LPFADV's accounts. Schwab Advisor Services also makes available to LPFADV other services intended to help LPFADV manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers,

human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to LPFADV by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a thirdparty providing these services to LPFADV. LPFADV is independently owned and operated and not affiliated with Schwab.

Your representative can have an incentive to join and remain affiliated with Securities America, Inc. ("SAI"), a broker/dealer, through certain compensation arrangements that could include bonuses, enhanced pay-outs, forgivable loans, and/or business transition loans. Furthermore, there can be production goals associated with the recommendation of transactions from your representative. Receiving such compensation is considered a conflict of interest. We encourage you to review this ADV closely and discuss any potential conflicts of interest with your representative.

SAI and its parent company, Securities America Financial Corporation, can issue payments in the form of loans to representatives that can be forgivable based on years of service or extent of production with SAI. This practice can create a conflict of interest because the representative can have a financial incentive to continue to affiliate with SAI or maintain certain levels of production with SAI in order for the loan to be forgiven. However, to the extent that your representative recommends that you use SAI for certain products or brokerage services, it is because we believe that it is in your best interest to do so based on the quality and pricing of the execution, benefits of an integrated platform for brokerage and advisory accounts, and other services provided by SAI. If you engage your representative for an advisor-managed account, your representative will obtain the necessary financial data from you, assist you in determining suitability for your account, and help you set appropriate investment objectives. Your representative will then be able to purchase and sell securities in accordance with your investment objectives. Your representative periodically reviews advisory accounts to ensure suitability and adherence to investment objectives. Please consult with your representative if you have questions regarding this issue.

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

LPFADV does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

## **Item 15: Custody**

When advisory fees are deducted directly from client accounts at client's custodian, LPFADV will be deemed to have limited custody of client's assets and must have written authorization from the client to do so. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

LPFADV may also enter into agreements with insurance companies that allow for managing and valuing your variable annuity accounts within the referenced SAA wrap fee programs. The insurance companies' custodians maintain custody of all variable annuity accounts.

### **Item 16: Investment Discretion**

LPFADV provides discretionary and non-discretionary investment advisory services to clients. The investment advisory contract (IAC) established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, LPFADV generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share. In some instances, LPFADV's discretionary authority in making these determinations may be limited by conditions imposed by a client (in investment guidelines or objectives, or client instructions otherwise provided to LPFADV).

If your account is managed on a discretionary basis, reallocations (buys/sells) are implemented without prior notice to you. If the account is managed on a non-discretionally basis, you will be consulted prior to any securities being reallocated (buys/sells).

### **Item 17: Voting Client Securities (Proxy Voting)**

LPFADV will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

### **Item 18: Financial Information**

#### **A. Balance Sheet**

This item is not applicable to LPFADV. We do not require, solicit or accept prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore we are not required to include a balance sheet with this brochure.

#### **B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients**

Neither LPFADV nor its management has any financial condition that is likely to reasonably impair LPFADV's ability to meet contractual commitments to clients.

### **C. Bankruptcy Petitions in Previous Ten Years**

LPFADV has not been the subject of a bankruptcy petition in the last ten years.