

# DISCLOSURE BROCHURE

## FFP WEALTH ACQUISITION, LLC

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This brochure provides information about the qualifications and business practices of FFP Wealth Acquisition, LLC. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 763-231-2760. 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 FFP Wealth Acquisition, LLC (CRD #300253) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

**APRIL 22, 2019**

## **Item 2: Material Changes**

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### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

Since the last filing of this brochure on March 4, 2019, the following is being updated in this brochure filing:

- Cover pages to disclose an additional website address and correct the legal name of entity.
  - The entire brochure for grammatical purposes.
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### **Full Brochure Available**

This Firm Brochure being delivered is the complete brochure for the Firm.

## Item 3: Table of Contents

### Form ADV – Part 2A – Firm Brochure

#### Item 1: Cover Page

#### Item 2: Material Changes ..... ii

Annual Update..... ii

Material Changes since the Last Update ..... ii

Full Brochure Available ..... ii

#### Item 3: Table of Contents..... iii

#### Item 4: Advisory Business ..... 6

Firm Description ..... 6

Types of Advisory Services ..... 6

Client Tailored Services and Client Imposed Restrictions ..... 8

Wrap Fee Programs ..... 9

Client Assets under Management ..... 9

#### Item 5: Fees and Compensation ..... 9

Method of Compensation and Fee Schedule..... 9

Client Payment of Fees..... 11

Additional Client Fees Charged ..... 11

Prepayment of Client Fees..... 12

External Compensation for the Sale of Securities to Clients ..... 12

#### Item 6: Performance-Based Fees and Side-by-Side Management ..... 12

Sharing of Capital Gains..... 12

#### Item 7: Types of Clients ..... 12

Description ..... 12

Account Minimums ..... 12

#### Item 8: Methods of Analysis, Investment Strategies and Risk of Loss..... 13

Methods of Analysis ..... 13

Investment Strategy..... 13

Security Specific Material Risks ..... 13

#### Item 9: Disciplinary Information..... 14

Criminal or Civil Actions ..... 14

Administrative Enforcement Proceedings..... 14

Self-Regulatory Organization Enforcement Proceedings..... 14

<b>Item 10: Other Financial Industry Activities and Affiliations .....</b>	<b>14</b>
Broker-Dealer or Representative Registration .....	14
Futures or Commodity Registration.....	14
Material Relationships Maintained by this Advisory Business and Conflicts of Interest	14
Recommendations or Selections of Other Investment Advisors and Conflicts of Interest .....	15
<b>Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>15</b>
Code of Ethics Description .....	15
Investment Recommendations Involving a Material Financial Interest and Conflict of Interest.....	15
Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest.....	15
Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest.....	16
<b>Item 12: Brokerage Practices.....</b>	<b>16</b>
Factors Used to Select Broker-Dealers for Client Transactions.....	16
Aggregating Securities Transactions for Client Accounts .....	17
<b>Item 13: Review of Accounts.....</b>	<b>17</b>
Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved.....	17
Review of Client Accounts on Non-Periodic Basis .....	17
Content of Client Provided Reports and Frequency .....	17
<b>Item 14: Client Referrals and Other Compensation .....</b>	<b>17</b>
Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest.....	17
Advisory Firm Payments for Client Referrals.....	17
<b>Item 15: Custody .....</b>	<b>18</b>
Account Statements .....	18
<b>Item 16: Investment Discretion.....</b>	<b>18</b>
Discretionary Authority for Trading .....	18
<b>Item 17: Voting Client Securities .....</b>	<b>18</b>
Proxy Votes .....	18
<b>Item 18: Financial Information.....</b>	<b>18</b>
Balance Sheet.....	18

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients.....	19
Bankruptcy Petitions during the Past Ten Years.....	19
Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities.....	19
<b>Brochure Supplement (Part 2B of Form ADV).....</b>	<b>21</b>
Principal Executive Officer.....	21
Tiffany K Brynteson, CRPC® .....	21
Item 2 Educational Background and Business Experience .....	21
Professional Certifications .....	21
Item 3 Disciplinary Information .....	21
Item 4 Other Business Activities.....	21
Item 5 Additional Compensation.....	22
Item 6 Supervision .....	22
<b>Brochure Supplement (Part 2B of Form ADV).....</b>	<b>24</b>
Additional Investment Advisor Representative.....	24
Anthony G. Rush .....	24
Item 2 Educational Background and Business Experience .....	24
Item 3 Disciplinary Information .....	24
Item 4 Other Business Activities.....	24
Item 5 Additional Compensation.....	24
Item 6 Supervision .....	24

## Item 4: Advisory Business

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### **Firm Description**

FFP Wealth Acquisition, LLC (hereinafter “FFP”) was founded in 2018. Tiffany Brynteson and Anthony Rush are each 50% owner.

FFP provides personalized confidential financial planning and investment management to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the Client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

FFP is strictly a fee-only financial planning and investment management firm. The firm does not receive commissions for purchasing or selling annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. No commissions or finder’s fees in any form are accepted.

Investment advice is an integral part of financial planning. In addition, FFP advises clients regarding cash flow, college planning, retirement planning, tax planning, inheritance and estate planning.

An evaluation of each client’s initial situation is provided to the Client, often in the form of a net worth statement. Annual reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

The initial meeting, which may be by telephone, is complementary and is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to the client.

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### **Types of Advisory Services**

FFP provides investment supervisory services, also known as asset management services; furnishes investment advice through consultations.

On more than an occasional basis, FFP furnishes advice to Clients on matters not involving securities, such as financial planning matters, taxation issues, and trust services that often include estate planning concepts.

Most Clients choose to have FFP manage their assets in order to obtain ongoing in-depth advice and life planning. A wide range of aspects of the Client’s financial affairs are reviewed. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Advisory Service Agreement is provided to the Client in writing prior to the start of the relationship. An Advisory Service Agreement is in addition to financial planning such as: cash flow management; insurance review; investment

management (including performance reporting); education planning; retirement planning; inheritance planning; estate planning; income tax planning and tax preparation, as well as the implementation of recommendations within each area.

A typical Client will execute a financial planning agreement as a part of the Advisory service process with the investment management agreement being separately.

### **ASSET MANAGEMENT**

FFP offers discretionary direct asset management services to advisory Clients. FFP will offer Clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors. The Client will authorize FFP discretionary authority to execute selected investment program transactions, as stated within the Investment Advisory Agreement.

Assets are invested primarily in no-load or low-load mutual funds and exchange-traded funds, usually through discount brokers or fund companies. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase of some funds.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. FFP does not receive any compensation, in any form, from fund companies.

Investments may also include: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U. S. government securities, options contracts, futures contracts, and interests in partnerships.

Initial public offerings (IPOs) are not available through FFP.

### **MODEL PORTFOLIOS**

FFP also offers discretionary asset management services to advisory Clients through the model portfolios online platform. Each Model shall consist of various investment vehicles deemed suitable by FFP. FFP may modify the Models from time-to-time in FFP's sole discretion. The Managed Assets shall be traded by computer as designated in the Models on Charles Schwab Corporation's ("Schwab") Institutional Intelligent Portfolio™ ("IIP"). This Agreement applies exclusively to assets invested with Schwab and specifically excludes any other assets managed by FFP or otherwise. FFP will assume responsibility for investment management of the Managed Assets on the Effective Date.

### **TERMINATION**

This Agreement may be terminated by either party on the date occurring five days following delivery by one party to the other party of written notice of such termination or such later date as set forth in the termination notice. The termination shall in no way affect the validity of this Agreement with respect to any transactions, trades, dealings and actions for the Managed Assets initiated by Advisor prior to such termination.

Upon notice of termination, the discretionary powers granted to Advisor under this Agreement shall immediately terminate. The accounts under management will be delinked from FFP, and the Client shall contact the custodian directly regarding the liquidation of positions or any other transactions that must be made within the account.

In the event that the Client directs FFP to perform additional services, including but not limited to: financial planning work, tax analysis, cost basis research, and producing statements, after the receipt of written notice of termination, any and all such work shall be billed at a rate of \$250 per hour, charged in quarter-hour intervals.

The client agrees that by the virtue of the effort put forth by Advisor to acquire a Client, to pay a fee equal to 1% of assets under management, but not less than \$2,000 and not more than \$5,000 as an early termination fee if the agreement is terminated before the end of the 24th month. This clause will take effect at the beginning of the first month following the execution date of this agreement. The Advisor shall be entitled to an account closing fee of \$150 per account for any account closed after the 24th month to cover custodial costs. The Advisor shall continue to receive and be entitled to receive all fees, compensation and other amounts due to Advisor under this Agreement until the five days following the receipt of written notice of termination

Notwithstanding the foregoing, the Advisor's responsibility for investment management decisions and other services provided hereunder shall end upon termination. A custodial transfer request delivered by Custodian to Advisor requesting a transfer of all of the Managed Assets on behalf of Client shall constitute a notice from the Client to Advisor to terminate this Agreement. Unearned fees will be refunded approximately 90 days of account liquidation, and unpaid fees will be due and payable.

### **FINANCIAL PLANNING AND CONSULTING**

A financial plan is designed to help the Client with all aspects of financial planning without ongoing investment management after the financial plan is completed.

The financial plan may include, but is not limited to: a net worth statement; a cash flow statement; a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations.

Advice regarding investments and recommendations regarding their finances are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the Client.

The scope of work and fee for an Advisory Service Agreement is provided to the Client in writing prior to the start of the relationship. An Advisory Service Agreement is in addition to financial planning such as: cash flow management; insurance review; investment management (including performance reporting); education planning; retirement planning; inheritance planning; estate planning; income tax planning and tax preparation, as well as the implementation of recommendations within each area.

A typical Client will execute a financial planning agreement and continue with the Advisory Service process with the investment management agreement being signed separately.

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

FFP determines the Client's goals and objectives during the planning process, ultimately determining if FFP provides services appropriate to the Client's needs. If it is determined



that FFPs services are not in line with the Clients goals and objectives, we will decline the engagement. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

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**Wrap Fee Programs**

FFP does not sponsor any wrap fee programs.

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**Client Assets under Management**

As this is the initial filing, FFP currently has no Client assets under management.

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**Item 5: Fees and Compensation**

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**Method of Compensation and Fee Schedule**

FFP bases its fees on a percentage of assets under management, hourly charges and/or fixed fees.

**FULL SERVICE ASSET MANAGEMENT** fees include Financial Planning and Consulting Services with regards to the assets under management. Additional fees may apply for financial planning and consulting regarding assets outside of the Advisor, or the circumstances beyond the scope of the Client's finances. Model Portfolio Asset Management accounts are not included in and are exclusive of the fees charged for FULL SERVICE ASSET MANAGEMENT. Some *Retainer Agreements* may be priced based on the complexity of work, especially when asset management is not the most significant part of the relationship.

Financial plans are priced according to the degree of complexity associated with the Client's situation. Fees are negotiable at the sole discretion of the Advisor.

**FULL SERVICE ASSET MANAGEMENT**

The annual Advisory Service Agreement fee is based on a percentage of the investable assets according to the following schedule:

**Investment Management Fees  
Marginal Fee Table**

\$3,750 for the portion from 0 up to \$250,000	plus
1.25% of the portion over \$250,000 and up to \$500,000	plus
1.00% of the portion over \$500,000 and up to \$750,000	plus
0.75% of the portion over \$750,000 and up to \$2,000,000	plus
0.50% of the portion over 2,000,000 and up to 5,000,000	plus
0.35% of the portion over \$5,000,000	

The minimum annual fee is \$3,750 and is negotiable. Existing Client relationships may exist where the fees are higher or lower than the fee schedule above.

On a quarterly basis, all accounts listed under Exhibit A of the investment agreement are aggregated and the total is applied to the above marginal brackets to determine the annual management fee. One fourth (1/4) of the annual fee is collected each quarter in advance. The fee is prorated across all accounts.

### **CALCULATING THE ASSET MANAGEMENT FEE**

The minimum fee of \$3,750 applies to the amount up to \$250,000.

The 1.25% fee applies to the amount over \$250,000 and up to \$500,000 and is in addition to the amount in the prior bracket of \$3,750.

The 1.00% fee applies to the amount over \$500,000 and up to \$750,000 and is in addition to the aggregated amounts in the prior two brackets of \$3,750 and \$3,125.

The 0.75% fee applies to the amount over \$750,000 and up to \$2,000,000 and is in addition to the aggregated amounts in the prior three brackets of \$3,750, \$3,125, and \$2,500.

The 0.50% fee applies to the amount over \$2,000,000 and up to \$5,000,000 and is in addition to the aggregated amounts in the prior four brackets of \$3,750, \$3,125, \$2,500 and \$9,375.

The 0.35% fee applies to the amount over \$5,000,000 and is in addition to the five prior brackets of \$3,750, \$3,125, \$2,500, \$9,375 and \$15,000.

Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the Client is at the Client's discretion. The Client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the number of days during the billing quarter prior to termination. There will be a \$150 account termination fee to cover all additional work and time needed to communicate with the custodian regarding payment of final fees, closing the account(s), potential trades and processing our internal termination procedures. In addition, the Client agrees that by the virtue of the effort put forth by Advisor to acquire a Client, to pay a fee equal to 1% of the assets under management, but not less than \$2,000 and not more than \$5,000 as an early termination fee if the agreement is terminated before the end of the 24th month beginning with the first month following the execution date of this agreement.

### **MODEL PORTFOLIOS**

The Client shall pay a fee of 0.2475% of the amount of the Managed Assets per calendar quarter (0.99% per year). The fee is collected each quarter in advance. The fee is subject to change by Manager from time-to-time upon written notice to the Client. The amount subject to the fee shall be the balance on the last day of the immediately prior quarter after all dividends and gains from the investments have been posted. The fee will be prorated from the day of the deposit to the end of the quarter for deposits made after the last business day of the previous quarter. Unless otherwise agreed to between FFP and the Client, the fees shall be paid directly from the Managed Assets. Model Portfolios are exclusively for investment management and shall not include Financial Planning and Consulting Services which can be retained separately.

These services may be terminated by (i) FFP on the date occurring five days following delivery of written notice of such termination or such later date as set forth in the termination notice or (ii) by Client by its withdrawal of all Managed Assets. There will be a \$150 account termination fee to cover all additional work and time needed to

communicate with the Custodian regarding payment of final fees, closing the account, and processing our internal termination procedures. FFP shall continue to receive and be entitled to receive all fees, compensation and other amounts due to FFP under the Agreement until such time as all Managed Assets, or proceeds from the liquidation thereof, have been transferred to accounts designated by the Client or the account proceeds are liquidated by way of check placed in the US Mail by the Custodian. Unearned fees will be refunded within 90 days of account(s) liquidation or FFP delinking from the account(s).

### **FINANCIAL PLANNING AND CONSULTING**

The typical fee for a financial plan is predicated upon the facts known at the start of the engagement. The fees could range from \$2,500 to \$25,000 and are negotiable. Since financial planning is a discovery process, situations occur wherein the Client is unaware of certain financial exposures or predicaments.

In the event that the Client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The Client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary for up to one month without incurring additional fees. Follow-on implementation work may be billed separately at the rate of \$250 per hour.

FFP provides hourly planning and consulting services for Clients who need advice on a limited scope of work. The hourly rate for limited scope engagements is \$250.

FFP reserves the right to stop work on any account that is more than 30 days overdue. In addition, FFP reserves the right to terminate any financial planning engagement where a Client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in FFP's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 90 days.

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### **Client Payment of Fees**

Investment management fees are billed quarterly, in *ADVANCE*, meaning that the Client's fee covers the period until the end of the calendar quarter. For example, the fee paid on April 5<sup>th</sup> covers the period from April 1st until June 30th. Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for most financial plans are usually billed in two installments. Typically, a \$500 retainer fee is billed in advance with the balance of the total agreed upon planning fee billed due upon delivery of the financial plan. More complicated cases may require larger fees in advance.

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### **Additional Client Fees Charged**

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange-traded funds. The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security. The custodian may have other fees and charges including custody fees, statement fees, termination fees or other fees.

FFP, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to FFP or the custodian.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

Performance figures quoted by variable annuity companies in various publications are after the sub-account fees have been deducted but before the insurance company fees and expenses have been deducted.

For more details on the brokerage practices, see Item 12 of this brochure.

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**Prepayment of Client Fees**

FFP does not require prepayment of fees of more than \$1200 per Client and six months or more in advance.

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**External Compensation for the Sale of Securities to Clients**

FFP does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of FFP.

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**Item 6: Performance-Based Fees and Side-by-Side Management**

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**Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

FFP does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the Client.

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**Item 7: Types of Clients**

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**Description**

FFP generally provides investment advice to individuals. FFP may advise pension and profit sharing plans, trusts, estates, charitable organizations, corporations or business entities.

Client relationships vary in scope and length of service.

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**Account Minimums**

The FULL SERVICE ASSET MANAGEMENT minimum account size is \$250,000. Model Portfolio asset management minimum account size is \$100,000

FFP has the discretion to waive the account minimum.

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

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### Methods of Analysis

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information may include: financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources of information that FFP may use include Bloomberg, CNBC, CSPAN, articles, radio and television broadcast; Thomson Investment View, Morningstar Principia mutual fund information, Morningstar Principia stock information and the World Wide Web.

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### Investment Strategy

The primary investment strategy used on Client accounts is strategic asset allocation utilizing a core and satellite approach. This means that we use a target portfolio allocation and then modify it on a per Client basis. Our primary focus is on income, with a secondary focus on growth. Portfolios are diversified to control the risk associated with individual markets.

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time.

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### Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Risks involved in technical analysis are inflation risk, reinvestment risk, and market risk. Cyclical analysis involves inflation risk, market risk, and currency risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with FFP:

- *Interest-rate Risk:* Fluctuations in interest rates may also cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, which can cause their market values to decline.
- *Market Risk:* The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk can be caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today might buy more than a dollar next year, because purchasing power can erode at a similar rate of inflation.
- *Currency Risk:* Overseas investments can be subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, which can be a lengthy process, before they can generate a profit. They can carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity, which typically doesn't fluctuate based on how the economic environment is trending.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are typically not.
- *Financial Risk:* Excessive borrowing to finance a business' operations can increase the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## Item 9: Disciplinary Information

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### **Criminal or Civil Actions**

The firm and its management have not been involved in any criminal or civil action.

### **Administrative Enforcement Proceedings**

The firm and its management have not been involved in administrative enforcement proceedings.

### **Self-Regulatory Organization Enforcement Proceedings**

The firm and its management have not been involved in legal or disciplinary events related to past or present investment Clients.

## Item 10: Other Financial Industry Activities and Affiliations

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### **Broker-Dealer or Representative Registration**

The firm is not registered as a broker dealer and no affiliated representatives of FFP are registered representatives of a broker-dealer.

### **Futures or Commodity Registration**

Neither FFP nor its employees are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

FFP also provides tax preparation services separate from advisory services. Tax services will be offered to advisory Clients for an additional fee separate from advisory fees.

This situation creates a conflict of interest because it gives an incentive to recommend services based on the fees received. This conflict is mitigated by disclosures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not

required to purchase any products or services. Clients have the option to purchase these services through another tax professional of their choosing.

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**Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

FFP does not recommend or select other investment advisors.

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

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**Code of Ethics Description**

The employees of FFP have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of FFP employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of FFP. The Code reflects FFP and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

FFP's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of FFP may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

FFP's Code is based on the guiding principle that the interests of the Client are our top priority. FFP's officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

The firm will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

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**Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

FFP and its employees do not recommend to Clients, securities in which we have a material financial interest.

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**Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

FFP and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, employees are

required to disclose all reportable securities transactions as well as provide FFP with copies of their brokerage statements.

The Chief Compliance Officer of FFP is Tiffany Brynteson. The CCO reviews all employee trades each quarter. Her trades are reviewed by Anthony Rush. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that Clients of the firm receive preferential treatment. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades typically do not affect the securities markets.

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**Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

FFP does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide FFP with copies of their brokerage statements.

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**Item 12: Brokerage Practices**

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**Factors Used to Select Broker-Dealers for Client Transactions**

FFP may recommend the use of a particular broker-dealer or may utilize a broker-dealer of the Client's choosing. FFP will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. FFP relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by FFP.

- *Directed Brokerage*

In circumstances where a Client directs FFP to use a certain broker-dealer, FFP still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: FFP's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals.

- *Best Execution*

Investment advisors who manage or supervise Client portfolios on a discretionary basis have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

- *Soft Dollar Arrangements*

FFP does not receive soft dollars from clearing firms, custodians, mutual funds or other sources.



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**Aggregating Securities Transactions for Client Accounts**

Most trades are mutual funds where trade aggregation does not garner any significant Client benefit. Where appropriate and beneficial, trades of exchange-traded funds will be aggregated.

**Item 13: Review of Accounts**

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**Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Account reviews are performed quarterly by advisors Tiffany Brynteson and Anthony Rush. Account reviews are performed more frequently when market conditions dictate. Financial Plans are considered complete when recommendations are delivered to the Client and a review is done only upon request of Client.

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**Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

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**Content of Client Provided Reports and Frequency**

Account reviewers are members of the firm's Investment Committee. They are instructed to consider the Client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the Client.

Clients receive periodic communications on at least an annual basis. *Advisory Service Agreement* Clients, *Investment Management* Clients, and *Retainer Agreement* Clients receive written quarterly updates via email or US Mail from their custodian. The written updates may include a net worth statement, portfolio statement, tax return (if the client requests tax preparation services).

Clients are annually provided net worth statements and net worth graphs that are generated from our Client relationship management system. And upon request, net worth statements contain approximations of bank account balances provided by the Client, as well as the value of land and hard-to-price real estate. FFP is not deemed to be managing assets based on the submission of statements by a Client or by a listing of an asset on a net worth or other FFP generated statement. The net worth statements are used for long-term financial planning where the exact values of assets are not material to the financial planning tasks.

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

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**Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

FFP does not receive any economic benefits from external sources.

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**Advisory Firm Payments for Client Referrals**

FFP has been fortunate to receive many Client referrals over the years. The referrals came from current Clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. FFP does not compensate referring parties for these referrals.

## **Item 15: Custody**

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### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly, or electronically. Clients are urged to compare the account statements received directly from their custodians to the performance report statements prepared by FFP.

FFP is deemed to have constructive custody solely because advisory fees are directly deducted from Client's account by the custodian on behalf of FFP.

## **Item 16: Investment Discretion**

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### **Discretionary Authority for Trading**

FFP accepts discretionary authority to manage securities accounts on behalf of Clients. FFP has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, FFP consults with the Client prior to each trade to obtain concurrence if a blanket trading authorization has not been given. Only if the investment management agreement hasn't been signed.

The Client approves the custodian to be used and the commission rates paid to the custodian. FFP does not receive any portion of the transaction fees or commissions paid by the Client to the custodian on certain trades.

Discretionary trading authority facilitates placing trades in Client's accounts on the Client's behalf so that we may promptly implement the FFP investment strategies.

A limited power of attorney is a trading authorization for this purpose. The FFP Investment Management Agreement and Liability Disclosure contains a limited power of attorney so that we may execute the trades that the Client has approved.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

FFP does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, FFP will provide information to the Client in an effort to allow the Client to make an informed decision. If a conflict of interest exists, it will be disclosed to the Client.

## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided because FFP does not serve as a custodian for Client funds or securities. FFP does not require prepayment of fees of more than \$1200 per Client and six months or more in advance.

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**Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

FFP does not have any condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

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**Bankruptcy Petitions during the Past Ten Years**

Neither FFP nor its management has had any bankruptcy petitions in the last ten years.

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**Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities**

There are no material relationships with issuers of securities to disclose.

**SUPERVISED PERSON BROCHURE**  
FORM ADV PART 2B

Tiffany K. Brynteson, CRPC®

**FFP WEALTH ACQUISITION, LLC**

**Office Address:**

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Suite 200  
Coon Rapids, MN 55433-23699

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tiffany.brynteson@ffpwealth.com

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

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

This brochure supplement provides information about Tiffany K. Brynteson and supplements the FFP Wealth Acquisition, LLC brochure. You should have received a copy of that brochure. Please contact Tiffany K. Brynteson if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Tiffany K. Brynteson (CRD#6269285) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**APRIL 22, 2019**

## Brochure Supplement (Part 2B of Form ADV)

### Supervised Person Brochure

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#### Principal Executive Officer

**Tiffany K Brynteson, CRPC®**

- Year of birth: 1971
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#### Item 2 Educational Background and Business Experience

##### Educational Background:

- **University of Wisconsin - River Falls, Wisconsin**  
Bachelor of Arts – Physical Education - 1995  
Minors: Health Education and Coaching
- **College of Financial Planning**  
Chartered Retirement Planning Counselor Certification 2002

##### Business Experience:

- FFP Wealth Acquisition, LLC
    - Owner/Financial Advisor/ Chief Compliance Officer 01/2019 – current
  - FFP Wealth Management, LLC, (formerly Foundation Financial Planning, LLP)
    - University of Minnesota guest lecturer 2007 - current
    - Financial Advisor 5/2006 – current
    - Business Manager 1/2011 - current
  - Wade Financial Group, Inc.
    - Financial Advisor, Manager of Asset Mgmt/Client Services 4/2003 – 4/2006
    - Manager of Marketing and Client Services 4/2000 – 4/2003
  - Lifetime Fitness
    - General Manager – Brooklyn Park Location 1998 - 2000
    - Sales Manager/Operations Manager – Roseville Location 1997 – 1998
- 

#### Professional Certifications

Some employees have earned certifications and credentials that are required to be explained in further detail.

Chartered Retirement Planning Counselor<sup>SM</sup> (CRPC®): Chartered Retirement Planning Counselor is a designation granted by the College for Financial Planning. CRPC® certification requirements:

- Successfully complete the program
  - Pass the final exam
  - Comply with the Code of Ethics
  - When you achieve your CRPC® designation, you must complete 16 hours of continuing education
  - Reaffirm to abide by the Standards of Professional Conduct
  - Pay a biennial renewal fee
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#### Item 3 Disciplinary Information

None to report.

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#### Item 4 Other Business Activities

Tiffany K. Brynteson does not maintain any outside business activities.

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**Item 5 Additional Compensation**

Tiffany K. Brynteson does not receive additional compensation outside of FPP, nor does she receive any performance based fees.

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**Item 6 Supervision**

Since Tiffany K. Brynteson is the, Chief Compliance Officer, she is ultimately responsible for all supervision and formulation and monitoring of investment advice offered to Clients. In addition, she will adhere to the policies and procedures as described in the FFP's Compliance Manual.

Ms. Brynteson can be contacted at 763-231-2760 or by email at [tiffany.brynteson@ffpwealth.com](mailto:tiffany.brynteson@ffpwealth.com)

**SUPERVISED PERSON BROCHURE**  
FORM ADV PART 2B

Anthony G. Rush

**FFP WEALTH ACQUISITION, LLC**

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

This brochure supplement provides information about Anthony G. Rush and supplements the FFP Wealth Acquisition, LLC's brochure. You should have received a copy of that brochure. Please contact Anthony G. Rush if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Anthony G. Rush (CRD 5893654) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**APRIL 22, 2019**

## **Brochure Supplement (Part 2B of Form ADV)**

### **Supervised Person Brochure**

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#### **Additional Investment Advisor Representative**

##### **Anthony G. Rush**

- Year of birth: 1990
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#### **Item 2 Educational Background and Business Experience**

##### **Educational Background:**

- Minnesota State University, Finance: 2012

##### **Business Experience:**

- FFP Wealth Acquisition, LLC
    - Owner/Financial 01/2019 – Present
  - FFP Wealth Management, LLC (formerly Foundation Financial Planning, LLP)
    - Investment Committee Director/Paraplanner 05/2012 – Present
  - Metro Tent Rental
    - Field Manager 01/2004 – 05/2013
  - Wealth Enhancement Group
    - Intern 01/2011 – 05/2011
  - Minnesota State University
    - Full time student 08/2008 – 05/2012
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#### **Item 3 Disciplinary Information**

None to report.

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#### **Item 4 Other Business Activities**

Anthony G. Rush does not maintain any outside business activities.

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#### **Item 5 Additional Compensation**

None to report.

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#### **Item 6 Supervision**

Anthony Rush is supervised by Tiffany Brynteson, Chief Compliance Officer of FFP Wealth Management, LLC. She reviews Anthony's work through Client account reviews, quarterly personal transaction reports as well as face-to-face and phone interactions.

Ms. Brynteson can be contacted by telephone at: 763-231-2760 or  
by email at: [tiffany.brynteson@ffpwealth.com](mailto:tiffany.brynteson@ffpwealth.com)