

HighPoint Advisor Group Wrap Program

Form ADV Part 2A Appendix 1

Investment Adviser Brochure Supplement

March 2019

This brochure provides information about the qualifications and business practices of HighPoint Advisor Group, LLC. If you have any questions about the contents of this brochure, please contact Jamie Calandriello, Chief Compliance Officer. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration as an investment advisor does not imply any level of skill or training.

Additional information about HighPoint Advisor Group is also available on the SEC's website at www.adviserinfo.sec.gov. You may search this site using a unique identifying number, known as a CRD number. HighPoint Advisor Group, LLC's CRD Number is 163768.

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Item 2: Material Changes

Annual Update

HighPoint Advisor Group, LLC (“HPAG” or the “Firm”) is required to discuss any material changes that have been made to Form ADV Part 2A Appendix - Wrap Program Brochure since the last Annual Amendment, dated March 2018.

Material Changes since the Last Update

Since the last amendment, HPAG has appointed a new Chief Compliance Officer, Jamie Calandriello.

Full Brochure Available

HPAG’s Form ADV may be requested at any time, without charge by contacting Jamie Calandriello, Chief Compliance Officer at 630.719.9222.

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Item 4: Services, Fees, and Compensation

Description of Services

The HPAG Wrap Program (the Program) is an investment advisory program sponsored by HPAG. The Program provides clients with the ability to trade in certain investment products without incurring separate brokerage commissions or transaction charges.

To join the program a person must:

- 1) Complete an investor profile that describes the client's financial needs, investment objectives, time horizon, and risk tolerance, as well as any other factors relevant to the client's specific financial situation (the Investor Profile) and any other supporting documentation required for the Program;
- 2) Complete a new account agreement with LPL Financial (LPL) for participation in the Program (Broker-Dealer); and
- 3) Open a securities brokerage account with LPL and deposit those client assets designated for participation in the Program (Program Assets) into the Account.

After an analysis of any information provided by the client to HPAG, the Firm shall assist the client in developing an appropriate investment strategy for the Program Assets in their Account(s) (the Investment Strategy). Thereafter, all clients are encouraged to discuss their needs, goals, and objectives with HPAG and to keep HPAG informed of any changes thereto. HPAG shall contact clients at least annually to review its previous services and/or recommendations and to determine whether changes should be made to the clients' Investment Strategy.

Management of Your Portfolio

All clients in the Program shall grant HPAG discretionary authority to buy, sell, and otherwise trade in the type of securities described in Item 6 (below) for their Account(s) and to liquidate previously purchased securities that the client has transferred to their Account(s). Program Assets in the client's Account(s) shall be managed by one of HPAG's Investment Adviser Representatives.

The Program may recommend that clients authorize the active discretionary management of certain Program Assets by and/or among one or more independent investment managers (Independent Managers) to implement a particular Investment Strategy. The terms and conditions under which the client shall engage the Independent Manager(s) may be set forth in separate written agreements between (1) the client and HPAG and (2) HPAG or client and the designated Independent Manager(s). HPAG shall continue to render advisory services to the client relative to the ongoing monitoring and review of account performance, for which HPAG shall receive an annual advisory fee which is based upon a percentage of the market value of the Program Assets being managed by the designated Independent Manager(s). Factors that the Firm shall consider in recommending Independent Manager(s) include the client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. In addition to HPAG's written disclosure statement, the client shall also receive the written disclosure statement of the designated Independent Manager(s).

Neither HPAG nor the client may assign the Program Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of HPAG shall not be considered an assignment.

Fees for Participation in the Program

Clients in the Program pay a single annualized fee for participation in the Program (the Program Fee). HPAG shall charge an annual fee based upon a percentage of the market value of the assets being managed by HPAG. The Firm's annual fee shall be prorated and charged quarterly, in advance, based upon the market value of the assets being managed by HPAG on the last day of the previous quarter. The annual fee shall vary (between 0.50% and 2.20%) depending upon the market value of the assets under management.

HPAG, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, pro bono activities, etc.).

Under the Program, clients receive both investment advisory services and the execution of transactions in securities for a single, combined annualized fee, the Program Fee. The cost of participation in the Program will vary from the cost of purchasing such services separately. The number of transactions made in the client's Account(s), as well as the commissions charged for each transaction, will determine the relative cost of the Program versus paying for execution on a per transaction basis and paying a separate fee for advisory services. The Program Fee may be higher or lower than fees charged by other sponsors of comparable investment advisory programs.

Clients will incur certain charges imposed by third parties in addition to the Program Fee such as fees charged by Independent Managers, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Fees for Management During Partial Quarters of Service

For the initial period of participation in the Program, the Program Fee shall be calculated on a pro rata basis. The Program Agreement between HPAG and the client will continue in effect until terminated by either party pursuant to the terms of the Program Agreement. The Program Fee shall be prorated through the date of termination and any remaining balance shall be refunded to the client in a timely manner.

Additions may be in cash or securities provided that HPAG reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. HPAG will consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge), and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter, the Program Fee with respect to such assets will be prorated based on the number of days remaining in the quarter.

Item 5: Account Requirements and Types of Clients

The types of clients in the Program include individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

Minimums Imposed By Independent Managers

HPAG requires a minimum account of \$100,000 for investment advisory clients, although this may be negotiable under certain circumstances. HPAG will sometimes group certain related client accounts for the purposes of achieving the minimum account size.

Certain Independent Manager(s) will impose more restrictive account requirements and varying billing practices than HPAG. In such instances, HPAG will review, and possibly alter, its corresponding account requirements and/or billing practices to accommodate those of the Independent Manager(s) or wrap program sponsor.

Item 6: Portfolio Manager Selection and Evaluation

HPAG acts as the sponsor and portfolio manager to the Program. Certain wrap programs involve the services of multiple parties in these capacities, which may involve additional conflicts of interest that the sponsor would be

required to disclose in this section. HPAG has no disclosures to make under this section related to the selection of portfolio managers.

Types of Services Provided By the Firm

In addition to the services provided to the Program, HPAG is an investment adviser providing financial planning, and asset management service. Prior to engaging HPAG to provide any of the foregoing investment advisory services, the client will be required to enter into one or more written agreements with HPAG setting forth the terms and conditions under which HPAG shall render its services.

Asset management services provided outside of the Program will differ only in that clients will pay separate transaction fees which will be charged by the Broker-Dealer directly to the client's account. HPAG does not expect the non-wrap management services to materially differ from the services in the Program.

HPAG tailors its advisory services to the individual needs of clients. The Firm will ensure that each client's investments are suitable for that client and consistent with their investment needs, goals, objectives and risk tolerance as well as any restrictions requested by the client.

Clients shall have the ability to impose reasonable restrictions on the management of their account, including the ability to instruct HPAG not to purchase certain securities or types of securities.

Asset Management Services

HPAG provides continuous investment advice and asset management services based on the individual needs of the clients. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, HPAG develops a client's personal investment policy and creates and manages a portfolio based on that policy. HPAG will ensure that each client's investments are suitable for that client and consistent with their investment needs, goals, objectives, and risk tolerance. Account supervision is guided by the stated objectives of the client (i.e., capital preservation, income with moderate growth, growth and income, growth, and aggressive growth, etc.). HPAG strives to tailor its advisory services to the individual needs of clients.

Clients have the opportunity to place reasonable restrictions on the types of investments which are made on the client's behalf. Restrictions are typically limited to asset management services and may not apply to assets managed in wrap programs. Clients will retain individual ownership of all securities.

HPAG will allocate its client's investment management assets, on a discretionary or a non-discretionary basis, among Independent Managers, mutual funds, exchange traded funds, individual debt and equity securities, real estate investment trusts ("REITs"), and other investments in accordance with the investment objectives of the client. Some of these investments have limited or no liquidity for a period of time. Some also have additional minimum net worth and/or net income requirements for investments.

HPAG's clients are advised to promptly notify HPAG if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon HPAG's management services.

Use of Independent Managers

As mentioned above, HPAG will occasionally recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager(s) ("Independent Manager(s)"), based upon the stated investment objectives of the client. The terms and conditions under which the client shall engage the Independent Manager(s) shall be set forth in separate written agreements between (1) the client and HPAG and (2) HPAG or client and the designated Independent Manager(s). HPAG shall continue to render services to the client relative to the discretionary selection of Independent Manager(s) as well as the monitoring and review of account performance and client investment objectives, for which HPAG shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated Independent Manager(s).

When selecting an Independent Manager for a client, HPAG shall review information about the Independent Manager(s) such as its disclosure statement and/or material supplied by the Independent Manager(s) or independent third parties for a description of the Independent Manager's investment strategies, past performance, and risk results to the extent available.

Factors that HPAG shall consider in selecting Independent Manager(s) include the client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated Independent Manager(s), together with the fees charged by the wrap fee program sponsor and corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, HPAG's investment advisory fee set forth above. As discussed above, in using the services of an Independent Manager, the client will incur additional fees to those charged by HPAG, the wrap fee program sponsor (if applicable), and the corresponding broker-dealer and custodian.

In addition to HPAG's Form ADV Part 2A ("Brochure"), the client shall also receive the Brochure of the designated Independent Manager(s) and wrap fee program sponsor (if applicable). Certain Independent Manager(s) will impose more restrictive account requirements and varying billing practices than HPAG. In such instances, HPAG will review, and possibly alter, its corresponding account requirements and/or billing practices to accommodate those of the Independent Manager(s) or wrap fee program sponsor.

In certain cases, HPAG will refer a Client to an Independent Manager through whom the advisory fee is included in the Independent Manager's fee. If the Client engages the services of that Independent Manager, HPAG will be compensated for its services by receipt of a fee paid directly by the Independent Manager to HPAG in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended, and any corresponding state securities laws, rules, regulations, or requirements. Any such fee shall be paid solely from the Independent Manager(s) investment management fee or the program fee of the wrap fee program (as appropriate) and shall not result in any additional charge to the client.

Financial Planning and Consulting

HPAG offers financial planning services, which may include a review of all aspects of a client's current financial situation, including the following components: cash management, risk management, insurance, education funding, goal setting, retirement planning, estate and charitable gift planning, and capital needs planning. Clients understand that when HPAG is engaged to address only certain components, the client's overall financial and investment issues may not be taken into consideration.

HPAG meets with the client to review risk tolerance, financial goals and objectives, and time horizons. Additional meetings may include a review of additional financial information; such as sources of income, assets, insurance, liabilities, wills, trusts, business agreements, tax returns, investments, and personal and family obligations.

The financial plan may include both long and short-term considerations, depending on the client's financial situation. Upon completion, a plan is presented to the client, including recommendations compatible with the client's stated goals and objectives. An implementation schedule is reviewed with the client to determine what steps will be pursued and with whom the steps may be accomplished. The client is under no obligation to utilize additional services of HPAG and its representatives and is under no obligation to implement the advice or plan. Clients can choose all, none, or certain specific components of advice and recommendations and can implement the recommendations through the service providers of their choice.

Advisory Services to Retirement Plans and Plan Participants

HPAG offers various levels of advisory and consulting services to employee benefit plans and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors ("Plan Sponsors") in meeting their management and fiduciary obligations to Participants. HPAG will provide services to Plan Sponsors and their Participants as described below. Plan Sponsors must make the ultimate decision to retain HPAG for pension consulting and other advisory services including, but not limited to, services at the participant level. The Plan Sponsor is free to seek independent advice about the appropriateness of any recommended services for the plan.

For employee benefit plans, HPAG may discuss the following areas with clients: overview, investor circumstances, tax policy, reviews, diversification and investment constraints, selection/retention criteria for investments, investment monitoring and control procedures, and duties and responsibilities.

Services include: Management of vendor relationships; Request for Proposals (RFPs); Assistance on Plan Design Strategies; Fiduciary Consulting and Oversight; Investment Management; and Participant Education and Communication Services.

Advisory services provided to retirement plans may be solely provided by Investment Adviser Representatives (IARs) or in combination with third parties.

Performance Based Fees

Neither HPAG nor any of its Supervised Persons (employees) accepts performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

HPAG does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation creates an incentive for the adviser to recommend an investment that carries a higher degree of risk to the client. Therefore, the use of performance-based fees is prohibited by HPAG.

Methods of Analysis and Investment Strategies

HPAG often utilizes fundamental analysis which attempts to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the securities.

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. Other strategies may include long-term purchases, short-term purchases, trading, and margin transactions.

HPAG will recommend the use of options for certain clients. Options allow HPAG to hedge (limit) certain losses on positions clients hold. The option allows HPAG to buy or sell a security at a certain price (not the current market price). Clients pay a fee for the option. If the option falls outside the money (i.e. the market price of the security does not justify repurchasing/selling the security at the option price), the client will lose the fee for that option.

HPAG will recommend the use of Independent Managers for certain clients. HPAG will continue to perform ongoing due diligence of such managers, but such recommendations rely, to a great extent, on the Independent Manager's ability to successfully implement their investment strategy. HPAG does not have the ability to supervise the Independent Manager(s) on a day-to-day basis, if at all.

All investments involve the risk of loss, including but not limited to loss of principal, a reduction in earnings (including interest, dividends and other distributions), and the loss of future earnings. Although HPAG manages the assets in a manner consistent with risk tolerances, there can be no guarantee that our efforts will be successful. The investor should be prepared to bear the risk of loss.

HPAG's investment approach takes into account the risk of loss. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing 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 is 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 next year will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation.

- **Currency Risk:** Overseas investments are 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, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **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 not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases 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.

Proxy Voting

HPAG does not have any authority to and does not vote proxies on behalf of clients. Clients retain the responsibility for receiving and voting proxies for securities maintained in their portfolios; clients receive these proxies directly from either LPL or transfer agents.

If requested, HPAG may provide advice to clients regarding proxy votes. If any conflict of interest exists, it will be disclosed to the client. Clients may contact Jamie Calandriello at 630.719.9222 for information about proxy voting.

Item 7: Client Information Provided to Portfolio Managers

HPAG acts as the sponsor and portfolio manager to the Program. Certain wrap programs involve the services of multiple parties in these capacities. In those circumstances, the sponsor is required to disclose how and what type of information about the client that it provides to portfolio managers. HPAG has no disclosures to make under this section.

Item 8: Client Contact with Portfolio Managers

There are no restrictions on a client's ability to contact and consult with HPAG.

Clients may contact Independent Managers through HPAG by providing HPAG with a written request and identification of the questions or issues to be discussed with the Independent Manager(s). After receiving the client's written request HPAG shall, at its sole discretion, contact the Independent Manager(s) for the client or arrange for the Independent Manager(s) and the client to communicate directly.

Item 9: Additional Information

Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of HPAG or the integrity of HPAG management. HPAG has no information to disclose applicable to this Item.

Other Financial Industry Activities and Affiliations

HPAG is not registered as, and does not have an application pending as, a securities broker-dealer, futures commission merchant, commodity pool operator, or commodity trading advisor.

Certain employees of HPAG are Dually Registered Persons, as described in Item 5. LPL, member FINRA/SIPC, is a broker-dealer that is independently owned and operated and is not affiliated with HPAG.

HPAG is solely responsible for investment advice rendered. In addition to its investment advisory activities, HPAG offers retail brokerage services through its Registered Representatives who are affiliated with LPL. Products include stocks, bonds, mutual funds, ETFs, 529 plans, retirement plans, and other investments. HPAG generally conducts its investment advisory activities separately and apart from the advisory activities of LPL. HPAG, as a branch of LPL, is required to keep and maintain certain records and perform other compliance functions in relation to the advisory activities of HPAG. Please refer to Item 12 for a discussion of the benefits HPAG may receive from LPL and the conflicts of interest associated with receipt of such benefits.

As a result of this relationship, LPL has access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about HPAG's clients, even if client does not establish an account through LPL. If you would like a copy of the LPL privacy policy, please refer to www.lpl.com and click on the hyperlink at the bottom of the page for privacy/security information.

Certain Investment Advisor Representatives ("IAR"s) of HPAG are appointed with several insurance companies and are able to receive separate compensation for transactions implemented through various insurance companies. Clients are not obligated to use any company for insurance product purchases and can work with any insurance agent they choose. Insurance compensation will be separate and distinct from financial planning and asset management fees charged by HPAG.

Charles Brown III maintains his own Registered Investment Advisor, CB3 Financial Group, Inc. Mr. Brown operates this Registered Investment Advisor separately from his advisory business with HPAG.

As discussed above, HPAG recommends that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain Independent Managers. In certain circumstances HPAG's compensation is included in the advisory fee charged by such Independent Managers. HPAG will recommend these Independent Managers only if it is in the best interest of their clients.

Code of Ethics

HPAG employees must comply with a Code of Ethics ("Code"). The Code describes HPAG's high standard of business conduct, and fiduciary duty to its clients. The Code's key provisions include:

- Statement of General Principles
- Policy on and reporting of Personal Securities Transactions
- A prohibition on Insider Trading
- Restrictions on the acceptance of significant gifts
- Procedures to detect and deter misconduct and violations
- Requirement to maintain confidentiality of client information

Compliance reviews all employee trades each quarter. These reviews ensure that personal trading does not affect the markets and that client accounts of HPAG receive preferential treatment over employee accounts.

HPAG employees must acknowledge the terms of the Code of Ethics at least annually. Any individual not in compliance with the Code of Ethics is subject to disciplinary action up to, and including, termination.

Clients and prospective clients can obtain copies of HPAG's Code of Ethics by contacting Jamie Calandriello at 630.719.9222.

HPAG and its employees may buy or sell securities identical to those recommended to clients for their personal accounts. The Code of Ethics, described above, is designed to assure that the personal securities transactions, activities, and interests of the employees of HPAG will not interfere with making decisions in the best interest of

advisory clients and implementing such decisions, while at the same time, allowing employees to invest for their own accounts. Under the Code, certain classes of securities, primarily mutual funds, have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of HPAG clients. In addition, the Code requires pre-clearance of Initial Public Offerings and Private Placement transactions.

Because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees could benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and the Code is designed to reasonably prevent conflicts of interest between HPAG and its clients.

HPAG and its employees do not recommend to clients, or buy or sell for client accounts, securities in which they have a material financial interest.

HPAG will not effect any principal or agency cross securities transactions for client accounts. HPAG will also not cross trades between client accounts.

As disclosed under Item 12 on ADV Part 2A, HPAG and/or its Dually Registered Persons are incented to join and remain affiliated with LPL and to recommend that clients establish accounts with LPL, often through the provision of Transition Assistance. The receipt of any such compensation creates a financial incentive for the investment advisor representative to recommend LPL as custodian for the assets in a client's advisory account. We encourage clients to discuss any such conflicts of interest with their representative before deciding to custody their assets at LPL.

Benefits Received by HPAG Personnel

LPL makes available to HPAG various products and services designed to assist HPAG in managing and administering client accounts. Many of these products and services may be used to service all or a substantial number of HPAG's accounts, including accounts not held with LPL. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); facilitate trade execution (and aggregation and allocation of trade orders for multiple client accounts); provide research, pricing information and other market data; facilitate payment of HPAG's fees from its clients' accounts; and assist with back-office functions; recordkeeping and client reporting.

LPL also makes available to HPAG other services intended to help HPAG manage and further develop its business. Some of these services assist HPAG to better monitor and service program accounts maintained at LPL; however, many of these services benefit only HPAG, for example, services that assist HPAG in growing its business. These support services and/or products are provided without cost, at a discount, and/or at a negotiated rate, and include practice management-related publications; consulting services; attendance at conferences and seminars, meetings, and other educational and/or social events; marketing support; and other products and services used by HPAG in furtherance of the operation and development of its investment advisory business.

Where such services are provided by a third-party vendor, LPL will either make a payment to HPAG to cover the cost of such services, reimburse HPAG for the cost associated with the services, or pay the third-party vendor directly on behalf of HPAG.

The products and services described above are provided to HPAG as part of its overall relationship with LPL. HPAG has a fiduciary duty to act in its clients' best interests; however, the receipt of these benefits creates a conflict of interest because HPAG's recommendation that clients custody their assets at LPL is based in part on the benefit to HPAG of the availability of the foregoing products and services and not solely on the nature, cost or quality of custody or brokerage services provided by LPL. HPAG's receipt of some of these benefits may be based on the amount of advisory assets custodied on the LPL platform.

Transition Assistance Benefits

LPL provides various benefits and payments to Dually Registered Persons that are new to the LPL platform to assist the representative with the costs (including foregone revenues during account transition) associated with

transitioning his or her business to the LPL platform (collectively referred to as “Transition Assistance”). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the Dually Registered Person’s business, satisfying any outstanding debt owed to the Dually Registered Person’s prior firm, offsetting account transfer fees (ACATs) payable to LPL as a result of the Dually Registered Person’s clients transitioning to LPL’s custodial platform, technology set-up fees, marketing and mailing costs, stationery and licensure transfer fees, moving expenses, office space expenses, staffing support, and termination fees associated with moving accounts.

The amount of the Transition Assistance payments is often significant in relation to the overall revenue earned or compensation received by the Dually Registered Person at his/her prior firm. Such payments are generally based on the size of the Dually Registered Person’s business established at his/her prior firm and/or assets under custody on the LPL. Please refer to the relevant Part 2B Brochure Supplement for more information about the specific Transition Payments your representative receives.

Transition Assistance payments and other benefits are provided to associated persons of HPAG in their capacity as registered representatives of LPL. However, the receipt of Transition Assistance by such Dually Registered Persons creates conflicts of interest relating to HPAG’s advisory business because it creates a financial incentive for HPAG’s representatives to recommend that its clients maintain their accounts with LPL. In certain instances, the receipt of such benefits is dependent on a Dually Registered Person maintaining its clients’ assets with LPL, and therefore HPAG has an incentive to recommend that clients maintain their account with LPL in order to generate such benefits.

HPAG attempts to mitigate these conflicts of interest by evaluating and recommending that clients use LPL’s services based on the benefits that such services provide to our clients, rather than the Transition Assistance earned by any particular Dually Registered Person. Other factors considered by HPAG in recommending that clients maintain accounts with LPL are listed above. However, clients should be aware of this conflict and take it into consideration in deciding whether to custody their assets in a brokerage account at LPL.

HPAG and/or its Dually Registered Persons are incented to join and remain affiliated with LPL and to recommend that clients establish accounts with LPL through the provision of Transition Assistance (discussed in Item 12 above). The receipt of any such compensation creates a financial incentive for an investment advisor representative to recommend LPL as custodian for the assets in a client’s advisory account. Clients are encouraged to discuss any such conflicts of interest with their representative before making a decision to custody their assets at LPL.

HPAG participates in TD Ameritrade’s institutional customer program and HPAG recommends TD Ameritrade to certain clients for custody and brokerage services. There is no direct link between HPAG’s participation in the program and the investment advice it gives to its clients, although HPAG receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving HPAG participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to HPAG by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by HPAG’s related persons. Some of the products and services made available by TD Ameritrade through the program benefit HPAG but may not benefit its client accounts. These products or services assist HPAG in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help HPAG manage and further develop its business enterprise. The benefits received by HPAG or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, HPAG endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by HPAG or its related persons in and of itself creates a potential conflict of interest and could indirectly influence HPAG’s choice of TD Ameritrade for custody and brokerage services.

HPAG's receipt of additional services does not diminish its duty to act in the best interests of its clients, including seeking best execution of trades for client accounts.

Compensation – Client Referrals

HPAG can enter into written arrangements to pay cash referral fees to individuals or companies (solicitors) who refer prospective clients to the Firm. In these cases, there will be a written agreement between HPAG and the solicitors, which clearly defines the duties and responsibilities of the solicitor under this arrangement. In addition, each solicitor is required to provide a written disclosure document, which explains to the prospective client the terms under which the solicitor is working with HPAG and the fact that the solicitor is being compensated for the referral activities. The solicitor is also required to furnish a copy of HPAG's written disclosure document to the prospective client and obtain a written acknowledgement from the client that both the solicitor's and HPAG's disclosure documents have been received.

Financial Information

HPAG has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

HPAG does not require prepayment of fees of both more than \$1,200 per client, and more than six months in advance and therefore is not required to provide a balance sheet to clients.