



Lifetime Wealth Advisors

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Part 2A Brochure

This brochure provides information about the qualifications and business practices of Lifetime Wealth Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 970-245-0771. 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. Lifetime Wealth Advisors, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Lifetime Wealth Advisors, LLC is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Lifetime Wealth Advisors, LLC is 173832.

ITEM 2 - MATERIAL CHANGES

Summary of Material Changes

Set for below is a summary of material changes in this brochure from our annual amendment filing on August 7, 2015.

If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact Barbara Ann Endres at 970-245-0771 or bendres@lifetimewealthadvisors.com.

We encourage you to read this document in its entirety.

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ITEM 4 - ADVISORY BUSINESS

This Disclosure document is being offered to you by Lifetime Wealth Advisors, LLC. ("Lifetime Wealth Advisors") in connection with the investment advisory services we provide. It discloses information about the services we provide and the manner in which those services are made available to you, the client.

We are a wealth management firm located in Grand Junction Colorado, specializing in holistic investment advisory services for families, small business, pension and profit sharing plans, trusts and corporate executives. The firm was established by Barbara Ann Endres, CRPC, the firm's principal owner, in 2014 and became a registered investment adviser in 2014.

We are committed to helping clients build, manage, and preserve their wealth, and to provide assistance to clients to help achieve their stated financial goals. We may offer an initial complimentary meeting upon our discretion; however, investment advisory services are initiated only after you and Lifetime Wealth Advisors execute an engagement letter or client agreement.

Investment Management and Supervision Services

We offer non-discretionary and discretionary investment management and investment supervisory services for a fee based on a percentage of your assets under management. These services include investment analysis, allocation of investments, quarterly portfolio statements and ongoing monitoring services for the portfolio.

We determine your portfolio composition based on your needs, portfolio restrictions, if any, financial goals and risk tolerances. We will work with you to obtain necessary information regarding your financial condition, investment objectives, liquidity requirements, risk tolerance, time horizons, and any restrictions on investing. This enables us to determine the portfolio best suited for your investment objective and needs.

In performing our services, we shall not be required to verify any information received from you or from other professionals. If you request, we may recommend and/or engage the services of other professionals for implementation purposes. You are under no obligation to engage the services of any such recommended professional.

Once we have determined the types of investments to be included in your portfolio, and allocated them or presented the changes deemed appropriate, we will provide ongoing portfolio review and management services. This approach requires us to review your portfolio at least quarterly, and with more frequency in volatile environments.

If engaged on a discretionary basis, we will rebalance the portfolio, as we deem appropriate, to meet your financial objectives. We will trade these portfolios and rebalance them on a discretionary basis. Our advisory services are tailored to meet your individual needs. If using equities in a portfolio, a client can refrain from specific industries or companies by leaving instruction with Lifetime on what they do not wish to be invested in. If a non-discretionary relationship is in place, calls will be placed presenting the recommendation made and only upon your authorization will any action be taken on your behalf.

While our advisory services are tailored to you as an individual, when using exchange traded funds, mutual funds this multi-fund manager approach makes it difficult for us to ensure that your portfolio will not invest in a particular industry or security. However, we are happy to discuss your preferences regarding socially conscious investment concerns and, we'll try as much as possible, to accommodate them.

In all cases, you have a direct and beneficial interest in your securities, rather than an undivided interest in a pool of securities. We do have limited authority to direct the Custodian to deduct investment advisory fees, but only with the appropriate prior written authorization from you.

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks exist that may adversely affect an account's performance. This could result in capital losses in your account.

Financial Planning Services

Financial advisory services provided by us may include the analysis of your situation and assistance in identifying and implementing appropriate financial planning and investment management techniques to help you meet your specific financial objectives. Such services may include a written financial analysis and specific or general investment and/or planning recommendations. When needed MoneyGuidePro is our financial planning software used for existing clients when appropriate.

In preparing your financial plan, we may address five areas of financial planning. These include: financial planning, money management, tax, legal and insurance orchestration.

Our specific services in preparing your plan may include:

- Review and clarification of your financial goals.
- Assess of your overall financial position including cash flow, balance sheet, investment strategy, risk management and estate planning.
- Create of a unique plan for each goal you have including personal and business real estate, education, retirement or financial independence, charitable giving, estate planning, business succession and other personal goals.

- Develop of a goal oriented investment plan around tax suggestions, asset allocation, expenses, risk and liquidity factors for each goal. This includes IRA and qualified plans, taxable and trust accounts that require special attention.
- Design a complete risk management plan including risk tolerance, risk avoidance, mitigation and transfer, including liquidity as well as various insurance and possible company benefits.
- Craft and implement, in conjunction with your estate and/or corporate attorneys as tax advisor, an estate plan to provide for you and/or your heirs in the event of an incapacity or death.
- Generate a retirement plan, risk management plan and succession plan for your business, if applicable.

Retirement Plan Advisory Services

Retirement Plan Advisory Services consists of assisting employer plan sponsors establish, monitor and review their company's retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment selection and monitoring, plan structure, and participant education.

We will establish your plan's needs and objectives through an initial meeting to collect data, review plan information, and assist you in developing or updating the plan's provisions. Ongoing services to you may include recommendations regarding the selection and review of unaffiliated mutual funds that, in our judgment, are suitable for plan assets for you to be invested. We periodically review the investment options you select and make recommendations to keep or replace plan investment options as appropriate. We perform a comprehensive review of potential service providers or vendors and will assist you with converting from your incumbent service provider to a new service provider selected by you. You are under no obligation to follow the recommendations we make.

Services available under an Investment Advisory Agreement permit us to provide financial education to your plan participants. The scope of education provided to participants at your request will not constitute "investment advice" within the meaning of ERISA and participant education will relate to general principles for investing and information about the investment options currently in the plan. We may also participate in initial enrollment meetings and periodic workshops and enrollment meetings for new participants as we agree upon.

All Retirement Plan Advisory Services shall be in compliance with any applicable Federal and State law(s) regulating the services provided by our Agreement. This section applies to an Account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If your Account is part of a Plan and we accept appointments to provide our services to your Account, we acknowledge that we are a fiduciary within the meaning of Section 3(21) of ERISA. You represent that (i) Our appointment and services are consistent with the Plan documents, (ii) You have furnished us true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain our firm. You

further represent that you will promptly furnish us with any amendments to the Plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent. If your Account contains only a part of the assets of the Plan, you understand that we will have no responsibilities for the diversification of the Plan's investments, and we have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in your account, you will obtain and maintain at your expense bonding that satisfies this requirement and covers Lifetime Wealth and any of our affiliates.

For assets held in a 401k account, we may offer non-discretionary management. In these accounts the client retains the rights to direct the investment. Our supervision and management shall be limited to recommending the potential purchase of investments for your account or sale of investments in your account, which in each case we believe in good faith would be appropriate for your account in light of the agreed-upon investment objectives and restrictions. Client acknowledges that Client is solely responsible for all purchases and sales made in the Client's Account.

Consulting Services

We also provide clients investment advice on a more limited basis on one or more isolated areas of concern such as estate planning, real estate, retirement planning, or any other specific topic. Additionally, we may provide advice on non-securities matters in connection with the rendering of estate planning, insurance, real estate, and/or annuity advice. Client will also be required to select their own investment managers, broker-dealer and/or insurance companies for the implementation of consulting recommendations. If Client needs brokerage and/or other financial services, Consultant may recommend the use of one of several investment managers, brokers, banks, custodians, insurance companies or other financial professionals ("Firms"). Then Client must independently evaluate these Firms before opening an account or transacting business, and has the right to effect business through any firm they choose.

Third Party Mangers

Lifetime Wealth Advisors provides investment advice and recommendations on the investment strategies of third-party investment advisers. Lifetime Wealth Advisors provides continuous supervision and management of all assets under management on behalf of the client on a non-discretionary basis. Selected Managers are evaluated by Lifetime Wealth Advisors for client use. TPM services may include assisting you in identifying your investment objectives and matching personal and financial data with a select list of Managers that meet the TPM minimum quantitative and qualitative criteria. The intent of the Program is to have a selected list of high quality and recognizable third party investment management firms from which you select one or more Managers to handle the day-to-day management of the your account(s). Following recommendations by our Investment Adviser Representatives ("IAR"), you will have final authority to select a Manager. The IAR may assist you in completing appropriate documents. Following selection of a Manager, Lifetime Wealth Advisors will approve the appropriateness of such Manager.

Lifetime Wealth Advisors IARs assist clients with identifying their risk tolerance and investment objectives. IARs will recommend TPMs in relation to the stated investment objectives and risk tolerance. A client may select a recommended TPM based upon the client's needs. Clients will enter into an agreement directly with the unaffiliated third-party Manager who shall provide asset management services and will manage the client's account in accordance with the disclosures set forth in the third party investment advisor's documents.

Managers selected for your investments under TPM need to meet several quantitative and qualitative criteria established by Lifetime Wealth Advisors. Among the criteria that may be considered are the manager's experience, assets under management, performance record, client retention, the level of client services provided, investment style, buy and sell disciplines, capitalization level, and the general investment process. Prior to selection, all Managers are interviewed by Ms. Endres. Each Client must have a profile that matches the Manager's stated objectives.

You are advised and should understand that:

A Manager's past performance is no guarantee of future results;

- There is a certain market and/or interest rate risk which may adversely affect any Manager's objectives and strategies, and could cause a loss in a Client's account(s); and
- Client risk parameters or comparative index selections provided to Lifetime Wealth Advisors are guidelines only and there is no guarantee that they will be met or not be exceeded.

Lifetime Wealth Advisors IARs shall be available to answer questions the client may have regarding their account and act as the communication conduit between the client and the third-party investment advisors. Third-party investment advisors may take discretionary authority to determine the securities to be purchased and sold for the client. Neither advisor nor its associated persons will have any trading authority with respect to clients' managed account with the third-party investment advisor(s).

All accounts are managed by the selected Manager and Lifetime Wealth Advisors does not have any discretionary trading authority with respect to such accounts. Information collected by our firm regarding Managers is believed to be reliable and accurate but Lifetime Wealth Advisors does not necessarily independently review or verify it on all occasions. All performance reporting will be the responsibility of the respective Manager. Such performance reports will be provided directly to you and Lifetime Wealth Advisors. Lifetime Wealth Advisors does not audit or verify that these results are calculated on a uniform or consistent basis as provided by a Manager directly to Lifetime Wealth Advisors or through the consulting service utilized by the Manager.

Lifetime Wealth Advisors has entered into agreements with various independent, third-party investment advisers. Under these agreements, Lifetime Wealth Advisors offers clients various types of programs sponsored by these advisers. All third-party investment advisers to whom Lifetime Wealth Advisors will refer clients will be licensed as investment advisors by their resident state and any applicable jurisdictions or registered investment advisors with the Securities and Exchange Commission.

Third-party managed programs generally have account minimum requirements that will vary from investment advisor to investment advisor. Account minimums are generally higher on fixed income accounts than equity based accounts. A complete description of the third-party investment advisor's services, fee schedules and account minimums will be disclosed in the third party investment advisor's Form ADV or similar Disclosure Brochure which will be provided to clients at the time an agreement for services is executed and account is established.

Clients are advised that investment advisor representatives may have a conflict of interest by only offering those third-party investment advisors that have agreed to pay a portion of their advisory fee to Lifetime Wealth Advisors. Clients are advised that there may be other third-party managed programs that may be suitable to the client that may be more or less costly. No guarantees can be made that client's financial goals or objectives will be achieved. Further, no guarantees of performance can be offered. Investments involve risk, including the possible loss of principal.

Please note in accordance with California Code Section 260.235.2, conflict of interest disclosure Lifetime Wealth Advisors adheres to the following:

- (a) A conflict exists between the interests of the firm and the interests of the client
- (b) Client's is under no obligation to act upon the Advisor's recommendation
- (c) If the client elects to act on any of the recommendations made by the firm via the Financial Plans services provided, the client is under no obligation to effect the transaction through the Advisor.

All material conflicts of interest under CCR Section 260.238 (k) are disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

Wrap Fee Programs

We do not place client assets into a wrap fee program.

Assets

As of December 31, 2015, we do not have any assets under discretionary management. We have \$ 13,451,000 of non-discretionary assets under management.

ITEM 5 - FEES AND COMPENSATION

Investment Management Fees and Compensation

Lifetime Wealth Advisors charges a fee as compensation for providing Investment Management services on your account. These services include advisory and consulting services, trade entry, investment supervision, and other account maintenance activities. The custodian may charge custodial fees, transaction costs, redemption fees, retirement plan and administrative fees or commissions. See Additional Fees and Expenses below.

In addition, some mutual fund assets deposited in the account may have been subject to deferred sales charges and 12 (b)(1) fees and other mutual fund annual expenses as described in the fund's prospectus. (Advisor does not share in these fees.) These fees are independent of our fees and should be disclosed by the custodian or contained in each fund's prospectus. You should also note that fees for comparable services vary and lower fees for comparable services may be available from other sources.

The fees for portfolio management are based on an annual percentage of assets under management and are applied to the account asset value on a pro-rated basis, **billed quarterly in advance**. The initial fee will be based upon the date the account is accepted for management by execution of the advisory agreement by Lifetime Wealth or when the assets are transferred through the last day of the current calendar quarter. Thereafter, the fee will be based on the account value at each previous quarters last business day. The market value will be determined as reported by the Custodian. Fees are assessed on all assets under management, including securities, cash and money market balances. The advisory fee will be charged according to the following schedule:

<u>Assets Under Management</u>	<u>Annual Fee</u>
Up to \$1,000,000	1.00%
\$1,000,001-\$2,000,000	.85%
\$2,000,001-\$3,000,000	.75%
\$3,000,001-\$4,000,000	.65%
\$4,000,001 and above	.5%

The specific advisory fees are set forth in your Investment Advisory Agreement. Fees may vary based on the size of the account, complexity of the portfolio, extent of activity in the account or other reasons agreed upon by us and you as the client. In certain circumstances, our fees and the timing of the fees may be negotiated.

Lifetime sends an invoice quarterly to clients. Advanced billing is done on a quarterly basis and is the primary way fees are assessed in advisory accounts. To calculate advanced billing Lifetime Wealth assumes a 365 day year and quarters lasting 90 days. Calculations are as follows:

$[(\text{Quarter End Value} \times \text{Advisory Fee}) / 365] \times 90 \text{ days} = \text{Advance Billing}$

At our discretion, we will aggregate asset amounts in accounts from your same household together to determine the advisory fee for all your accounts. We may do this, for example, where we also service accounts on behalf of your minor children, individual and joint accounts for a spouse, and/or other types of related accounts. This consolidation practice is designed to allow you the benefit of an increased asset total, which could potentially cause your account(s) to be assessed a reduced advisory fee based on the asset levels available in our fee schedule.

You authorize us to debit your account quarterly for our fee. The independent qualified custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us.

You will provide written authorization permitting the fees to be paid directly from your account held by the qualified custodian. Further, the qualified custodian agrees to deliver an account statement at least quarterly directly to you indicating all the amounts deducted from the account including our advisory fees. See Item 15 for details. At our discretion, you may pay the advisory fees by check. You are encouraged to review your account statements for accuracy.

Either Lifetime Wealth Advisors or you may terminate the management agreement, upon 30 day written notice to the other party. The management fee will be pro-rated to the date of termination, for the quarter in which the cancellation notice was given and any unearned fees will be refunded to you. Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets.

Financial Planning Fees

Your fee for the designated financial planning services is a fixed fee. Under a fixed fee arrangement, any fee will be agreed in advance of services being performed. The fee will be determined based on factors including the complexity of your financial situation, agreed upon deliverables, and whether or not you intend to implement any recommendations through your financial advisor.

The type of fee and -- in the case of a fixed fee -- the amount must be agreed to prior to the signing of the financial planning agreement. The agreed upon fee is due upon signing the agreement. We will complete work within six months of the date your fee is paid. If the work is not completed in such a time, we will refund your fee on a pro-rated basis. Initially first year fees range between \$500 and \$15,000. The fee is due at the time the client agreement is signed. Typically plans are completed with a week or two and will be presented to you within 90 days of the contract date, provided that all information needed to prepare the financial plan has been provided to Lifetime Wealth Advisors.

In no case are our fees based on, or related to, the performance of your funds or investments.

You may terminate the financial planning agreement by providing us with written notice. Upon termination, fees will be prorated to the date of termination and any unearned portion of the fee will be refunded to you based on an hourly rate of \$200.00.

When both investment management or plan implementation and financial planning services are offered, there is a potential conflict of interest since there is an incentive for the party offering financial planning services to recommend products or services for which Lifetime Wealth Advisors, or a related party, may receive compensation. However, as a financial planning client, you are under no obligation to act upon any of our recommendations or effect the transaction(s) through us if you decide to follow the recommendations.

Retirement Plan Advisory Services

The fee for qualified retirement plan investment advisory services is based on the percentage of assets or a negotiated flat dollar amount based on the scope of services. Lifetime Wealth Advisors assesses Retirement Plans with a different fee schedule than the Investment Management fees as Profit Sharing Plans and 401(k) plans are unique. The fees assessed as follows:

<u>Plan Assets</u>	<u>Advisory Fee</u>
Up to \$5,000,000	.5%
\$5,000,000-\$10,000,000	.45%
\$10,000,001-\$25,000,000	.40%
\$25,000,001-\$50,000,000	.35%
\$50,000,001-\$100,000,000	.30%
\$100,000,001 and up	.25%

Dependent on the situation fees may be negotiated due to unique circumstances.

Annual fees typically range from 0.25% to 0.50% or a negotiated flat dollar amount (ranging from \$1,500 to \$15,000 annually) based on the scope of services. Fees are billed directly to the client or can be automatically deducted from the plan assets. You are provided with a quarterly statement reflecting deduction of the advisory fee by the custodian detailing the amount of the advisory fee. This fee is payable quarterly in advance. The Compensation will be prorated for the first and last quarter for which this Agreement is in effect. Please refer what is listed on your specific Agreement.

Our fee includes compensation for the advisory and consulting services only and are negotiable. We do not charge for transaction fees. However, the custodian may charge custodial fees, transaction fees, redemption fees or commissions. These fees are independent of our fees and should be disclosed by the custodian.

Consulting Services:

Your fee for general consulting services is a fixed fee. Under a fixed fee arrangement, any fee will be agreed upon in advance of services being performed. The fee will be determined based on factors of the consulting project and fully detailed in our agreement. The fee is payable upon signing the agreement,. We will complete work within six months of the date your fee is paid, in cases where you pay in advance. If the work is not completed in such a time, we will refund your fee on a pro-rated basis. The fixed fee typically ranges between \$2,500 and \$30,000.

You may terminate the consulting service agreement by providing us with written notice. Upon termination, fees will be prorated to the date of termination and any unearned portion of the fee will be refunded to you based on an hourly rate of \$200.00.

Client may request subsequent, additional, special reviews, or requests for consulting services. These additional services may be subject to an additional charge. Additional services will be based on an agreed annual fee of a percentage of assets under advisement or a fixed fee. Fees are disclosed in the Consulting Agreement, Exhibit B. The consulting fee shall be payable quarterly, in arrears, at the end of each calendar quarter. The first payment shall be prorated to cover the period from the date the Account is opened through the end of the next full calendar quarter. Thereafter, the Fee shall be calculated based on the Account value on the last business day of the preceding calendar quarter and shall be due upon receipt. The fee may be modified or changed by Adviser upon advance written notice to Client.

If you terminate the agreement prior to completion of the plan, any prepaid, unearned fees will be refunded promptly, and any earned, unpaid fees will be due and payable at an hourly rate of \$200.00.

Third Party Management (“TPM Program” or “TPM”) Fees

Fees and billing methods are outlined in each respective Manager’s Brochure and Advisory Contract. Lifetime Wealth Advisors will be paid an on-going fee by the Manager based upon a percentage of your assets under management with respect to each Manager. You will receive disclosure of all fees paid to Lifetime Wealth Advisors by the TPM, which include the terms of the compensation arrangement and a description of the compensation paid, at the time of signing an advisory agreement with the TPM. Lifetime Wealth Advisors negotiates its solicitor fee with each Manager.

Lifetime Wealth Advisors has a potential conflict of interest to recommend selections of management style and Managers that would result in higher advisory fees paid to Lifetime Wealth Advisors. However, Lifetime Wealth Advisors will make all recommendations independent of such fee consideration and based solely on its obligations to consider your objectives and needs.

The minimum account size for participating in a TPM Program will vary from Manager to Manager. All such minimums will be disclosed in the respective Manager's Brochure. Lifetime Wealth Advisors may have the ability to negotiate such minimums for you.

You may terminate your relationship in accordance with the respective Managers' disclosure documents. If you terminate your participation in the Program within five business days of inception, you will receive a full refund of the fee. Pre-paid fees will be refunded in accordance with the respective Manager's agreement and disclosure documents.

A Manager relationship may be terminated at your or your IAR's discretion. Lifetime Wealth Advisors may at any time terminate the relationship with a Manager that manages your assets. Lifetime Wealth Advisors will notify you of instances where we have terminated a relationship with any Manager you are investing with. Lifetime Wealth Advisors will not conduct on-going supervisory reviews of the Manager following such termination.

Factors involved in the termination of a Manager may include a failure to adhere to their stated management style or your objectives, a material change in the professional staff of the Manager, unexplained poor performance, unexplained inconsistency of account performance, or our decision to no longer include the Manager on our list of approved Managers.

Lifetime Wealth Advisors offers several investment management programs. Account custodial services may be provided by several account custodians depending on the investment management program offered. Programs may have higher or lower fees than other programs available through Lifetime Wealth Advisors or available elsewhere. Investment management programs may differ in the services provided and method or type of management offered, and each may have different account minimums. Client reports will depend upon the management program selected. Please see complete details in the program brochure and custodial account agreement for each program recommended and offered.

Advisory Fees in General

Clients should note that similar advisory services may or may not be available from other registered (or unregistered) investment advisers for similar or lower fees.

Additional Fees and Expenses:

We do not accept compensation for the sale of securities or other investment products, including asset-based sales.

Advisory fees payable to us do not include all the fees you will pay when we purchase or sell securities for your Account(s). The following list of fees or expenses are what you may pay directly to third parties, whether a security is being purchased, sold or held in your Account(s) under our management.

- Brokerage commissions;
- Transaction fees;
- Exchange fees;
- SEC fees;
- Advisory fees and administrative fees charged by Mutual Funds (MF) and Exchange Traded Funds (ETFs)
- Advisory fees charged by sub-advisers (if any are used for your account);
- Custodial Fees;
- Deferred sales charges (on MF or annuities);
- Odd-Lot differentials;
- Transfer taxes;
- Wire transfer and electronic fund processing fees;
- Commissions or mark-ups / mark-downs on security transactions;

Please refer to the “Brokerage Practices” below for discussion of Lifetime Wealth Advisors’ brokerage practices.

ITEM 6 - PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (so-called performance based fees). Our advisory fee compensation is charged only as disclosed above in Fees and Compensation.

ITEM 7 - TYPES OF CLIENTS

We provide investment advice to individuals, high net worth individuals, small businesses, trusts, estates, multi-employer, governmental employee pension benefit plans, banks, investment companies, and charitable organizations. Our initial account value is \$250,000; however, we may accept accounts for less than the minimum.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

The method of analysis we utilize is both fundamental and technical. We gather our information for investment purposes from financial newspapers, magazines, research prepared by others, corporate rating services, company press releases, annual reports, prospectuses and filings with the Securities and Exchange Commission.

Fundamental Analysis: An attempt is made 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 stock.

Technical Analysis: Lifetime Wealth Advisors analyzes past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly managed or financially unsound company may underperform regardless of market movement.

We determine how to allocate assets among the various management styles and models based on the investment strategy chosen, prevailing economic conditions, market trends, and our determination of where we are in the economic cycle. Potential risks and opportunities are weighed to determine how much exposure, if any, the model will have to each asset class.

Investment Philosophy

Our philosophy is that we should do what's best for our clients, not what's easiest for us, which is why we choose to manage our client's accounts. We utilize tactical investment strategies during periods of economic uncertainty to help protect clients, but during healthy economic periods, we offer strategies designed for growth, growth and income or income aligned with each client's risk tolerance and stated investment objectives. We believe in striving to take advantage of the ways markets are right, but when markets are inefficient we try to capitalize on the ways they might be wrong. We believe each asset owned by a client should have a certain purpose that is identified before the investment is purchased. We believe in oversight; monitored, and managed accounts; and low internal fees, when something fundamental about the asset changes, or the life situation of the client changes, changes may be necessary. We do not consider fluctuations in price alone to be a reason to buy or sell an asset, but rather the intrinsic value of the asset in relation to its price. We predominately use listed securities, closed-end and open mutual funds spread across broad asset classes similar to Morningstar models, and individual bonds may be utilized where appropriate (typically government, municipal bonds or estate feature corporate bonds) and alternative investments. Individual stocks are rarely purchased (occasional preferreds), but may be managed around to accommodate client desires or needs to hold legacy positions. In essence, we believe in maintaining all-weather portfolios built around sound principals - maintaining portfolios for when it's sunny and portfolios for when it's not.

In addition to our overall philosophy, we believe it is crucial to manage expectations. Thus, a comprehensive financial plan outlining a client's most important goals and timelines can be our most valuable guide. Our opinion is that the client's plan should be their blueprint. And, when it comes to risk, a risk tolerance questionnaire is always used. It is through blending those elements that a prudent asset allocation (stock vs bonds) can be surmised.

We believe that the majority of investor performance comes not from the assets they purchase, but from their behavior. We believe if a client lives within their means, has proper liquidity, is diversified, is prepared for the risks of life, and stays informed, that they can achieve performance aligned with their goals and objectives, and risk tolerance.

Investment Strategies

Our number one strategy is to take our time to develop a portfolio for our client that fits their needs. We spend as much time as the client needs to understand what they are doing, and then continuously follow up with the client to communicate and re-educate them on their investments, as frequently this is new information for them, and sometimes life gets in the way.

We use of the following strategy(ies) in managing client's accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-term purchases: Securities are purchased with the idea of holding them in the client's account for a year or longer. Typically this strategy is employed when:

- 1 It is believed the securities are currently undervalued, and/or
- 1 Exposure is desirable to a particular asset class over time, regardless of the current projection for this class;
- 1 Risk in a long-term purchase strategy is that by holding the security for this length of time an opportunity for short-term gains that could be profitable to a client are missed. Moreover, if the predictions are incorrect, a security may decline sharply in value before a decision to sell is made.

Short-term purchases: When utilizing this strategy, the securities are purchased with the idea of selling them within a relatively short if conditions that we believe will soon result in a price swing in the securities purchased.

Asset Allocation: Rather than focusing primarily on securities selection it is attempted to identify an appropriate ratio of securities, fixed income and cash, and alternative investments suitable to the client's investment goals and risk tolerance. The use of direct participation programs may be used as alternative investment asset that usage will be dependent upon the client's objectives and risk tolerance and liquidity needs. This is an attempt to take advantage if conditions that we believe will soon result in a price swing in the securities purchased.

Tactical Constrained: Asset in these accounts will be actively managed and may underweight or overweight specific asset classes from the core model in an effort to add value. Minimum and maximum limits are specified for exposure to equities, fixed income, and cash depending on the risk profile of the client.

Tactical Unconstrained: Assets in these accounts will be actively managed and may underweight or overweight specific asset classes from the core models in an effort to add value. There are no minimum and maximum limits specified for exposure to equities or fixed income. Accounts may be 100% invested in cash at times deemed appropriate by the firm. This is an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities purchased.

Option writing: Options may be used if it is applicable for an advisory client, the client must authorize before any transaction. It may be deemed appropriate for large positions in a particular stock with a low cost basis to create income.

Portfolio Manager Analysis

We examine the experience, expertise, investment philosophies and past performance of mutual fund managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment.

A risk of investing with a money manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a manager's portfolio, there is also a risk that a portfolio manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

You are advised and are expected to understand that our past performance is not a guarantee of future results and that certain market and economic risks exist that may adversely affect an account's performance that could result in capital losses in your account.

Risks

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities involves risk of loss. Further, depending on the different types of investments

there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, we are unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through Lifetime Wealth Advisors.

You should be aware that your account is subject to the following risks:

- **Stock Market Risk** – The value of securities in the portfolio will fluctuate and, as a result, the value may decline suddenly or over a sustained period of time.
- **Managed Portfolio Risk** – The manager's investment strategies or choice of specific securities may be unsuccessful and may cause the portfolio to incur losses.
- **Industry Risk** – The portfolio's investments could be concentrated within one industry or group of industries. Any factors detrimental to the performance of such industries will disproportionately impact your portfolio. Investments focused in a particular industry are subject to greater risk and are more greatly impacted by market volatility than less concentrated investments.
- **Non-U.S. Securities Risk** – Non-U.S. securities are subject to the risks of foreign currency fluctuations, generally higher volatility and lower liquidity than U.S. securities, less developed securities markets and economic systems and political and economic instability.
- **Emerging Markets Risk** – To the extent that your portfolio invests in issuers located in emerging markets, the risk may be heightened by political changes and changes in taxation or currency controls that could adversely affect the values of these investments. Emerging markets have been more volatile than the markets of developed countries with more mature economies.
- **Currency Risk** – The value of your portfolio's investments may fall as a result of changes in exchange rates.
- **Interest Rate Risk**. The value of fixed income securities rises or falls based on the underlying interest rate environment. If rates rise, the value of most fixed income securities could go down.
- **Credit Risk**. Most fixed income instruments are dependent on the underlying credit of the issuer. If we are wrong about the underlying financial strength of an issuer, we may purchase securities where the issuer is unable to meet its obligations. If this happens, your portfolio could sustain an unrealized or realized loss.
- **Inflation Risk**. Most fixed income instruments will sustain losses if inflation increases or the market anticipates increases in inflation. If we enter a period of moderate or heavy inflation, the value of your fixed income securities could go down.
- **ETF and Mutual Fund Risk** – When we invest in an ETF or mutual fund for a client, the client will bear additional expenses based on its pro rata share of the ETFs or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects

the risks of owning the underlying securities the ETF or mutual fund holds. Clients may also incur brokerage costs when purchasing ETFs.

- Options Risk - Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- Management Risk – Your investment with us varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

ITEM 9 - DISCIPLINARY INFORMATION

Lifetime Wealth Advisors does not have any legal, financial or other “disciplinary” item to report. In addition, one can obtain a disciplinary history of our Firm or its representatives from the State’s Division of Securities upon request.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Other Business Activities

IARs of Lifetime Wealth Advisors are not registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

IARs of Lifetime Wealth Advisors do not have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

IARs of Lifetime Wealth Advisors may act as agents appointed with various life, disability or other insurance companies, receive commissions, trails, or other compensation from the respective product sponsors and/or as a result of effecting insurance transactions for clients. However, clients should note that they have the right to purchase insurance products away from Lifetime Wealth Advisors. As a result, there is a conflict between your interests and Lifetime Wealth Advisors’ interest. However, at all times Lifetime Wealth Advisors will act in your best interest and act as a fiduciary in carrying out services provided to you. Ms. Endres holds an insurance license in the State of Colorado.

IARs of Lifetime Wealth Advisors do receive compensation directly or indirectly from those advisors that recommend or select other investment advisers for our clients through their Third Party Managers.

ITEM 11 - CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Lifetime Wealth Advisors and persons associated with us are allowed to invest for their own accounts or have a financial interest in the same securities or other investments that we recommend or acquire for your account, and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to place your interests first and have established policies in this regard to avoid any potential conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, the prohibition against the use of inside information and other situations where there is a possibility for conflicts of interest.

The Code of Ethics is designed to protect our clients by deterring misconduct, educate personnel regarding the firm's expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Lifetime Wealth Advisors, guard against violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether their personnel are complying with the firm's ethical principles.

We have established the following restrictions in order to ensure our firm's fiduciary responsibilities:

- 1 A director, officer or employee of Lifetime Wealth Advisors shall not buy or sell any securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No director, officer or employee of Lifetime Wealth Advisors shall prefer his or her own interest to that of the advisory client.
- 2 We maintain a list of all securities holdings for itself, and anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Lifetime Wealth Advisors.
- 3 We emphasize the unrestricted right of the client to decline to implement any advice rendered, except in situations where we are granted discretionary authority of the client's account.
- 4 We emphasize the unrestricted right of the client to select and choose any broker-dealer (except in situations where we are granted discretionary authority) he or she wishes.

5 We require that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.

6 Any individual not in observance of the above may be subject to termination.

You may request a complete copy of our Code by contacting us at the address, telephone or email on the cover page of this Part 2; attn: Chief Compliance Officer.

ITEM 12 - BROKERAGE PRACTICES

We participate in the Charles Schwab & Co, Inc. Institutional program. (“Schwab”) member FINRA/SIPC/NFA. Schwab is an independent and unaffiliated SEC-registered broker-dealer. Schwab offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We may receive certain additional economic benefit “(Additional Services)” that may or may not be offered to any other independent investment Advisors participating in the program.

Schwab provides the Additional Services to Advisor in its sole discretion and at its own expense, and Advisor does not pay any fees to Schwab for the Additional Services. Advisor and Schwab have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services.

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

In the event you request us to recommend a broker/dealer custodian for execution and/or custodial services, we generally recommend your account to be maintained at Schwab. We may recommend that you establish accounts with Schwab to maintain custody of your assets and to effect trades for your accounts. You are under no obligation to act upon any recommendations, and if you elect to act upon any recommendations, you are under no obligation to place the transactions through any broker/dealer we recommend. Our recommendation is generally based on the broker’s cost and fees, skills, reputation,

dependability and compatibility with the client. You may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to us is not a factor in determining the selection of broker/dealer or the reasonableness of their commissions.

We do not select or recommend broker/dealers based upon receiving client referrals from a broker/dealer or third party. We do not routinely recommend, request or require that you direct us to execute transaction through a specified broker dealer. Additionally, we typically do not permit you to direct brokerage.

We place trades for your account subject to our duty to seek best execution and other fiduciary duties. We may use broker-dealers other than your custodian to execute trades for your account, but this practice may result in additional costs to you so that we are more likely to place trades through your custodian rather than other broker-dealers. Your custodian's execution quality may be different than other broker-dealers.

We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:

- 1 Our policy for the aggregation of transactions shall be fully disclosed separately to our existing clients (if any) and the broker-dealer(s) through which such transactions will be placed;
- 2 We will not aggregate transactions unless we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek best price) for you and is consistent with the terms of our investment advisory agreement with you for which trades are being aggregated.
- 3 No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all our transactions in a given security on a given business day, with transaction costs based on each client's participation in the transaction;
- 4 No Lifetime account or account for an associated person of Lifetime will be favored over a client account.
- 5 We will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how to allocate the order among those clients;
- 6 If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
- 7 Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for difference of allocation is explained in writing and is reviewed by our compliance officer. Our books and records will separately reflect, for each client account, the orders of which aggregated, the securities held by, and bought for that account.

8 We will receive no additional compensation or remuneration of any kind as a
result of the proposed aggregation; and

9 Individual advice and treatment will be accorded to each advisory client.

As a matter of policy and practice, we do not utilize research, research-related products and other services obtained from broker-dealers, or third parties, on a soft dollar commission basis.

Trade Errors

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and we will absorb any loss resulting from the trade error if the error was caused by the firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity. We will never benefit or profit from trade errors.

ITEM 13 - REVIEW OF ACCOUNTS

Account Reviews and Reviewers – Investment Supervisory Services

The underlying securities within the investment supervisory services are regularly monitored. These reviews will be made by Barbara Ann Endres, CRPC. Client meetings are typically held three times a year and are usually conducted in person or by telephone.

The purpose of all these reviews is to ensure that the investment plan continues to be implemented in a manner which matches your objectives and risk tolerances. More frequent reviews may be triggered by material changes in variables such as your individual circumstances, or the market, political or economic environment. You are urged to notify us of any changes in your personal circumstances.

Statements and Reports

The Custodian will provide quarterly statements of the assets in our Account, the purchase date, the cost and the current market value for the period (or since the opening of the Account). The quarterly fee will be reflected on the periodic account statement provided by the Custodian. The Custodian will make available to you a statement no less

than quarterly showing all amounts paid from the Account including all management fees paid by Custodian to Lifetime Wealth. In case of an error in such reports, you shall notify Lifetime Wealth promptly, and Lifetime Wealth will use good faith efforts to make corrections to such reports in a timely manner. Additionally, Lifetime Wealth will send the Client a notice of amount invoiced and billed as part of its quarterly reporting. You are urged to compare the reports provided by Lifetime Wealth Advisors against the account statements you receive directly from your account custodian.

Financial Planning/Consulting clients (i.e. those who have no assets under management with us in our advisory program) will receive no regular reports from the Firm.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

As disclosed under Brokerage Practices, we participate in Schwab's institutional customer program and we may recommend Schwab to you for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that are typically not available to any other independent Investment Advisors participating in the program. . These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor 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 us by third party vendors.

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

From time to time, we may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

IARs endeavor at all times to put the interest of our clients first as a part of their fiduciary duty. However, you should be aware that the receipt of additional compensation through expense reimbursements creates a conflict of interest that may impact the judgment of the IARs when making advisory recommendations.

Lifetime Wealth Advisors does not directly or indirectly compensate any person who is not a supervised person for client referrals.

ITEM 15 - CUSTODY

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

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

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

When fees are deducted from an account, Lifetime Wealth Advisors is responsible for calculating the fee and delivering instructions to the custodian. At the same time Lifetime Wealth Advisors instructs the custodian to deduct fees from the client's account; Lifetime Wealth Advisors will send the client an invoice itemizing the fee. Itemization shall include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

ITEM 16 - INVESTMENT DISCRETION

Prior to engaging Lifetime Wealth Advisors to provide investment advisory services, clients enter into a written Agreement with Lifetime Wealth Advisors granting the firm the authority to supervise and direct, on an on-going basis, investments- in accordance with the client's investment objective and guidelines. Clients will also execute any and all documents required by the Custodian so as to authorize and enable Lifetime Wealth Advisors, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell or exchange securities in and for your account. We are authorized, in our discretion and without prior consultation with you to: (1) buy, sell, exchange and trade any investment company registered under the Investment Company Act of 1940 and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. Any limitations to such authority will be communicated by you to us in writing (as written in the Advisory Agreement).

The limitations on investment and brokerage discretion held by Lifetime Wealth Advisors for you are:

1 For discretionary clients, we require that it be provided with authority to determine which securities and the amounts of securities to be bought or sold.

2 Any limitations on this discretionary authority shall be in writing to Lifetime Wealth Advisors. You may change/amend these limitations as required. Such amendments shall be submitted in writing.

In some instance, we may not have discretion. We will discuss all transactions with you prior to execution or you will be required to make the trades if in an employer sponsored account.

Research products and services received by us from broker-dealers will be used to provide services to all our clients.

ITEM 17 - VOTING YOUR SECURITIES

We will not vote proxies under our limited discretionary authority. You are welcome to vote proxies or designate an independent third-party at your own discretion. You designate proxy voting authority in the custodial account documents. You must ensure that proxy materials are sent directly to you or your assigned third party. We do not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies.

ITEM 18 - FINANCIAL INFORMATION

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

ITEM 19 - REQUIREMENT FOR STATE REGISTERED ADVISERS

Please see Form ADV Part 2B, Item 2 regarding Barbara Endres' formal education and business background.

Please see Form ADV Part 2B, Item 4 for information regarding Ms. Endres' other business activity along with the time spent.

Lifetime Wealth Advisors does not assess clients a performance fee.

Barbara Endres, has not been involved in the following items:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or

e) dishonest, unfair, or unethical practices.

No individual from Lifetime Wealth Advisors, Inc. has a relationship with any issuer of securities that is not listed in Item 10.C. of Part 2A.

If you have any questions, concerns or require additional information before retaining the services of Lifetime Wealth Advisors, you may contact Barbara Endres at 970-201-2555.

Massachusetts Written Information Security Program

Lifetime has developed and implemented a comprehensive written information security program (“the Plan”) to create effective administrative, technical and physical safeguards for the protection of personal information and the electronic storage or transmittal of personal information of residents of the Commonwealth of Massachusetts, and to comply with obligations under 201 CMR 17.00 and M.G.L. 93H. The Plan sets forth the procedures for evaluating Lifetime’s electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information of residents of the Commonwealth of Massachusetts.

Lifetime Wealth Advisors

Barbara Ann Endres, CRPC

Lifetime Wealth Advisors, LLC

200 Grand Ave. Suite 317
Grand Junction, CO 81501

970-245-0771
www.lifetimewealthadvisors.com

January 12, 2016

Form ADV, Part 2B

The Brochure Supplement provides information about Barbara Ann Endres (CRD# 1688767) that supplements Lifetime Wealth Advisors, LLC's Brochure. You should have received a copy of the Brochure. Please contact us at 970-245-0771 if you did not receive Lifetime Wealth Advisors LLC's brochure or if you have any questions about the contents of this supplement.

Additional information about Barbara Ann Endres, CRPC is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Barbara Ann Endres, CRPC*

Born: 1962

Post-Secondary Education:

Miami University, Oxford Ohio

B.A. International Studies, 1984

Successfully completed the securities the General Securities Representative (Series 7) and the Uniform Combined State Law Examination (Series 66) exams

Insurance Licenses in Accident, Life and Health – State of Colorado

Recent Business Experience:

Lifetime Wealth Advisors, LLC, Investment Adviser Representative, November 2014 to Present

Wells Fargo Advisors, Registered Representative, August 2009 to December 2014

Merrill Lynch Pierce, Fenner & Smith Incorporated, Financial Advisor, September 2003 to August 2009

J. Scott Securities Corp., Registered Representative, January 2000 to August 2003

* Minimum Qualifications for the Chartered Retirement Planning Counselor (CRPC)

The CRPC program is administered by the College for Financial Planning. Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning and the entire retirement planning process using models and techniques from real client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

ITEM 3 - DISCIPLINARY INFORMATION

Ms. Endres has no history of any legal or disciplinary events that deems to be material to a client's consideration of Ms. Endres to act as their investment adviser representative. FINRA's BrokerCheck® may have additional information regarding the disciplinary history of Ms. Endres that is not included in this brochure supplement. (<http://brokercheck.finra.org/Support/TermsAndConditions.aspx>)

In addition, one can obtain disciplinary history of our Firm or its representatives from the State's Division of Securities upon request.

ITEM 4 - OTHER BUSINESS ACTIVITIES

Ms. Endres holds an insurance license to sell limited insurance products. It is anticipated that a small portion, less than (10%) of her time, will be spent providing these insurance products. She will receive compensation from selling insurance products and therefore receive economic benefit for this activity. This activity creates a conflict of interest with clients. However, since this activity represents less than 10% of her time and income, it is presumed not to be substantial. Ms. Endres will at all times act in the best interest of his clients and act as a fiduciary in carrying out services to clients.

ITEM 5 - ADDITIONAL COMPENSATION

Ms. Endres does not receive any economic benefit for providing advisory services beyond the scope of Lifetime Wealth Advisors, LLC.

ITEM 6 - SUPERVISION

Ms. Endres is the Managing Member of Lifetime Wealth Advisors, LLC. Her activities are generally supervised in accordance with the firm's compliance procedures.

She may be reached at 970-201-2555.

ITEM 7 - REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Please be advised that Ms. Endres has not been involved in an award or has otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) An investment or an *investment-related* business or activity;
- (b) Fraud, false statement(s), or omissions;
- (c) Theft, embezzlement, or other wrongful taking of property;
- (d) Bribery, forgery, counterfeiting, or extortion; or
- (e) Dishonest, unfair, or unethical practices.

Additionally, Ms. Endres has not been involved in an award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) An investment or an *investment-related* business or activity;
- (b) Fraud, false statement(s), or omissions;
- (c) Theft, embezzlement, or other wrongful taking of property;
- (d) Bribery, forgery, counterfeiting, or extortion; or

(e) Dishonest, unfair, or unethical practices

Ms. Endres filed personal bankruptcy on June 18, 2015. This was not investment related. The matter was discharged.