

H. BECK, INC.  
6600 Rockledge Drive, 6<sup>th</sup> Floor  
Bethesda, Maryland 20817  
301.468.0100  
www.cfginc.com

#### **H. BECK FREEDOM PROGRAM**

May 5, 2015

Wrap Fee Program Brochure Pursuant to Part 2A, Appendix 1 of Form ADV

This wrap fee program brochure provides information about the qualifications and business practices of H. Beck, Inc. If you have any questions about the contents of this brochure, or would like to receive an additional copy of this brochure, please contact H. Beck at 1-301-468-0100. Additional information about H. Beck, Inc. is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). "Registration" or being "registered" with the United States Securities and Exchange Commission does not imply a certain level of skill or training.

**This brochure provides clients with information about H. Beck, Inc. and the H. Beck Freedom Program that should be considered before becoming a client. This information has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority..**

## **ITEM 2: MATERIAL CHANGES**

This Wrap Fee Program Brochure dated May 5, 2015 has been prepared by H. Beck, Inc. (“H. Beck”) in accordance with the requirements of Form ADV as adopted by the United States Securities and Exchange Commission (“SEC”). This is the initial Wrap Fee Program Brochure for the H. Beck Freedom Program, which H. Beck began sponsoring on May 5, 2015

Pursuant to SEC Rules, H. Beck will ensure that clients receive a summary of any material changes to this and any subsequent Wrap Fee Program Brochure within 120 days of the close of H. Beck’s business’ fiscal year. H. Beck may further provide other ongoing disclosure information about material changes as necessary.

H. Beck will also provide clients with a new Wrap Fee Program Brochure, without charge, at any time upon request, or as necessary based on material changes or material new information. H. Beck’s Wrap Fee Program Brochure may be requested by contacting H. Beck’s Compliance Department at 1-800-333-6884.

## Table of Contents

Item 1: Cover Page.....	1
Item 2: Material Changes.....	2
Item 3: Table of Contents .....	3
Item 4: Services, Fees and Compensation .....	4
A. Services .....	4
About H. Beck .....	4
H. Beck Freedom Program.....	4
The Freedom Model Portfolios .....	6
Administrative, Execution and Clearance Services .....	9
H. Beck Consultants .....	11
Opening an Account .....	11
Terminating an Account .....	12
B. Fees .....	12
Freedom Fee.....	12
Payment of Fees .....	14
Item 5: Account Requirements and Types of Clients.....	15
Item 6: Portfolio Manager Selection and Evaluation.....	15
Item 7: Client Information Provided to Portfolio Managers .....	17
Item 8: Client Contact with a Portfolio Manager.....	17
Item 9: Additional Information .....	17
A. Disciplinary Information .....	17
B. Other Financial Industry Activities and Affiliations .....	19
H. Beck's Brokerage Service Business .....	19
H. Beck's Insurance Services Business.....	19
H. Beck's Business Affiliations .....	19
C. Conflicts of Interest, Revenue Sharing and Other Payments from Funds .....	20
D. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	21
E. Review of Accounts .....	23
F. Client Referrals and Other Compensation .....	23
G. Financial Information.....	23
Item 10: Requirements for State Registered Advisers .....	23

## ITEM 4: SERVICES, FEES, AND COMPENSATION

### A. Services

#### About H. Beck

H. Beck, Inc. (“H. Beck”) is registered with the Securities and Exchange Commission (“SEC”) as both an investment advisor and a securities broker-dealer. It is also a member of FINRA and SIPC. As a broker-dealer, H. Beck offers a wide range of securities brokerage services and products, including mutual funds.

H. Beck provides investment advisory and brokerage services to a variety of clients, including individuals, businesses and retirement plans. Clients may simultaneously receive both investment advisory and brokerage services from H. Beck. Advisory services offered by H. Beck include but are not limited to financial planning for individuals and businesses, asset allocation and portfolio management services.

This Wrap Fee Program Brochure describes the H. Beck Freedom wrap fee program (the “Program”). H. Beck sponsors two other wrap fee programs, each of which is described in a separate wrap fee program brochure containing the information required by Part 2A, Appendix 1 of Form ADV. Advisory services offered by H. Beck other than wrap fee programs are all described in another brochure containing the information required by Part 2A of Form ADV.

#### H. Beck Freedom Program

The Program is a discretionary wrap-fee program sponsored by H. Beck. In accordance with the Program, clients open a brokerage account (“Account”) with H. Beck and retain H. Beck to assist in establishing investment objectives and selecting an asset allocation strategy for the client’s Account. Client Accounts are managed on a discretionary basis by H. Beck’s affiliate, Securian Financial Services, Inc. (“Securian”), pursuant to an investment sub-advisory agreement between H. Beck and Securian under which Securian also provides a series of model allocation strategies for use in connection with the Program. Clients pay for various investment advisory and securities brokerage services provided under the Program in accordance with a bundled fee arrangement. H. Beck functions as both an investment adviser and a broker-dealer under the Program.

The Program offers clients a series of model strategies developed by Securian (the “Model Portfolios” or “Freedom Portfolios”), each of which represents a different allocation strategy for aligning a client’s Account with the client’s financial objectives. The Freedom Portfolios include Model Portfolios that combine up to seventeen traditional and alternative investment sub-asset classes. These Freedom Model Portfolios span the risk/return spectrum from an income model to an aggressive growth model. Certain of the Model Portfolios are also available as

“core” Model Portfolios that combine four to six sub-asset classes (the “Core Model Portfolios” or “Freedom Core Portfolios”).

Securian serves as the only portfolio manager under the Program. Securian’s discretionary portfolio management services are performed by investment professionals who are salaried employees of Securian (“Portfolio Managers”). As such, in accordance with the Model Portfolios selected by clients, the Portfolio Managers determine the asset allocation strategy for each Model Portfolio and select specific securities for each asset class and investment style that comprises each client’s Account, based upon Securian’s proprietary modeling strategies, macroeconomic outlook and investment research discipline. The Model Portfolios in the Program consist of open-end and closed-end investment companies and exchange-traded funds (“ETFs”), as determined by the Portfolio Managers in their sole discretion. Trade orders in client Accounts under the Program are placed by Securian with H. Beck and thereafter introduced by H. Beck to H. Beck’s clearing broker-dealer, Pershing LLC (“Pershing”), for settlement and clearance by Pershing.

The Portfolio Managers may change the asset class allocations used in managing a client’s Account at any time in the Portfolio Managers’ sole discretion. In the event of an asset allocation change, the Portfolio Managers will rebalance the Account accordingly. The Portfolio Managers, in their sole discretion, may also change the investment vehicles used within a client’s Account at any time during the life of the Account. Clients will receive a prospectus or other disclosure document for each mutual fund or collective investment vehicle in which a client’s Account is invested.

The recommendation of a Model Portfolio for a client is made by H. Beck’s Consultant (see “H. Beck Consultants” below) and is based on the Consultant’s analysis of such Model Portfolio’s potential for meeting the client’s financial needs, and seeks to be consistent with the client’s financial characteristics, including investment objective and risk tolerance, and any guidelines or restrictions provided by the client in writing. A client is required to review and approve the Consultant’s recommendation of a Model Portfolio. Client’s selection of a Model Portfolio is also subject to review and approval by H. Beck. The Consultant periodically reviews and monitors the performance, composition, and risk profile of the client’s Account and will, if appropriate, recommend a different Model Portfolio based on the results of such reviews. The Consultant consults with a client at least annually regarding the client’s Account and whether the client’s financial characteristics have changed. This review is designed to ensure that the client’s Account is still appropriate and consistent with the client’s financial circumstances. The Consultant is also available on an ongoing basis to discuss the client’s Account or any questions relating to the securities therein.

A client may put reasonable restrictions on the types of securities to be bought and sold in the client’s Account. H. Beck, however, may determine that it cannot accept the client’s requested restriction because, in H. Beck’s sole discretion, the restriction is inconsistent with either the applicable Model Portfolio’s stated investment strategy or the client’s stated investment objective, or is fundamentally inconsistent with the nature or operation of the Program.

## The Freedom Model Portfolios

Freedom Standard and Core Model Portfolios. The Freedom Model Portfolios seek to take a systematic approach to providing an investment portfolio based on a client's risk profile, time horizon and investment objectives. Each of the Freedom Portfolios represents a different level of expected risk and return that seeks to accomplish its objectives by allocating portfolio assets across a different mix of investment sub-asset classes. Each of the Freedom Portfolios represents a version, through different allocation strategies, of one of the following basic model portfolios, each with a different investment risk and return profile:

- Income Portfolio – appropriate for clients whose primary objective is current income.
- Income and Growth Portfolio – appropriate for clients whose primary objective is income, with a secondary objective of modest long-term growth.
- Conservative Growth Portfolio – appropriate for clients whose primary objective is growth of principal with a secondary objective of income.
- Growth Portfolio – appropriate for clients whose objective is high long-term growth of principal.
- Aggressive Growth Portfolio – appropriate for clients whose objective is the highest possible long-term growth of principal.

The Income Portfolio is the most conservative strategy, but it still has exposure to certain risks, including interest rate risk, credit risk, and loss of principal. The Aggressive Growth Portfolio is the most aggressive strategy, and may experience considerable fluctuations in value, especially over the short-term, including loss of principal.

For additional information regarding investment risk, please review Item 6, Portfolio Manager Selection and Evaluation.

The Program offers the following five standard Freedom Model Portfolios, three of which are also available as Freedom Core Model Portfolios, each of which represents a different allocation strategy for aligning a client's Account with the client's financial goals:

### Freedom Standard Model Portfolios

- Freedom Income Model Portfolio
- Freedom Income and Growth Model Portfolio
- Freedom Conservative Growth Model Portfolio

- Freedom Growth Model Portfolio
- Freedom Aggressive Growth Model Portfolio

#### Freedom Core Model Portfolios

- Freedom Core Income and Growth Model Portfolio
- Freedom Core Conservative Growth Model Portfolio
- Freedom Core Growth Model Portfolio

Model Portfolio Asset Classes. In each of the Standard Freedom Model Portfolios, allocations may use up to seventeen available sub-asset classes. Allocations in each of the Freedom Core Model Portfolios may use up to six investment sub-asset classes.

The asset classes that may be used in the Freedom Portfolios include the following:

- U.S Large Cap Equity
- U.S. Mid Cap Equity
- U.S. Small Cap Equity
- U.S. Micro Cap Equity
- International Large Cap
- International Small Cap
- International Micro Cap
- Real Estate
- Natural Resources/Commodities
- U.S. Long-Term Fixed Income
- U.S. Intermediate Fixed Income
- U.S. Short-Term Fixed Income
- Global Fixed Income
- Inflation Protected Securities
- Floating Rate Income
- High Yield Bonds
- Convertible Securities
- Alternative Investments

Changes to Model Portfolios. The composition of each of the Model Portfolios may be changed by the Portfolio Managers, in their sole discretion, at any time. These changes in Model Portfolio composition may include:

- Increasing or decreasing the number of asset classes included in the Model
- Replacing an asset class currently included in the Model with a different asset class
- Changing the percentage allocations to some or all of the asset classes included in the Model

- Increasing or decreasing the number of mutual funds or ETFs selected for each asset class
- Replacing a mutual fund or ETF currently selected for an asset class with a different mutual fund or ETF
- Changing the percentage allocations to some or all of the mutual funds or ETFs selected for an asset class

Client Account Adjustments and Rebalancing. A client's Account will be adjusted automatically in accordance with any change made by the Portfolio Managers in the composition of the Model Portfolio applicable to the client's Account (see "Changes to Model Portfolios" above). Trades made in a client's Account as a result of changes in the composition of the Model Portfolios will be reflected in the confirmations and quarterly Account statements made available to the client. In addition, an Account will periodically be rebalanced to match the target allocation for each asset class, or the target allocation for each mutual fund or ETF included within an asset class, when, as a result of differences in relative investment performance, the current asset class allocation or mutual fund or ETF allocation deviates from the target allocation by more than a specified level as determined by the Portfolio Managers. The Portfolio Managers periodically review such Account allocations and their level of deviation from the target allocations in order to identify Accounts that have drifted substantially from their target allocations and need to be rebalanced. The timing and frequency of these reviews are determined by the Portfolio Managers and may be changed from time to time. The Portfolio Managers, in their sole discretion, may also rebalance an Account at any time if the Portfolio Managers determine for any reason that it would be beneficial to do so. Additionally, as assets are added or withdrawn, a client's Account will be rebalanced to the target allocations. Neither diversification nor asset allocation provides a guarantee against loss; they are techniques that seek to manage investment risk.

Security Selection Process. When selecting a mutual fund or exchange traded fund for inclusion in a Freedom Model Portfolio, the Portfolio Managers seek to utilize a disciplined due diligence process which includes the examination of a variety of factors, which may include, but is not limited to the following:

- Mutual Funds – factors include the manager's investment style, whether the approach is active or passive, the manager tenure and length of track record, stability of investment personnel, assets under management/capacity, rate of return as compared to risk and peers over multiple time periods, expense ratio, level of adherence to a stated investment style, investment approach, investment performance, level of risk and portfolio holdings.
- Exchange Traded Funds – factors include the benchmark, tracking error to the benchmark, investment performance, volume, liquidity, cost, comparison to peer groups, investment objective, investment philosophy, investment process, construction methodology and portfolio holdings.



### Administrative, Execution and Clearance Services

Each client participating in the Program is required to enter into a brokerage account agreement with H. Beck to open an Account that will hold the client's assets covered by the Program. Clients also direct that all orders for the purchase or sale of securities in client Accounts, as determined by the Portfolio Managers, will be placed by Securian with H. Beck and thereafter introduced to Pershing by H. Beck and settled and cleared by Pershing. By directing trades in the foregoing manner, H. Beck and Securian will not be able to: (i) select broker-dealers on the basis of price or other attributes; (ii) negotiate commissions or negotiate the price or quality of the custody, settlement and clearing services provided by Pershing; or (iii) aggregate or "batch" orders for purposes of execution with orders for the same securities for other accounts managed by H. Beck and Securian which are not settled and cleared by Pershing. As a result, certain transactions may result in less favorable net prices on the purchase and sale of securities than would be the case if H. Beck and Securian were able to shop around and select broker-dealers. The ability to achieve best execution may be partially or wholly limited by the nature of the directed brokerage arrangement and clients may not achieve executions of the nature, quality, speed or price that might otherwise occur. As a result of the foregoing, a client's Account might not generate the returns it would if orders were not directed. However, since management of the Account occurs via a bundled fee arrangement that includes the costs of Pershing's settlement and clearance services, the use of Pershing should not result in additional brokerage fees to a client.

Clients authorize H. Beck and Securian to aggregate purchase and sale orders for securities held (or to be held) in client Accounts with similar orders being made on the same day for H. Beck's or Securian's other accounts which are also custodied or cleared through Pershing. H. Beck and Securian may aggregate trades for clients and transmit "batched" orders in an effort to reduce market impact and to obtain best execution. When an order is so aggregated: (i) the actual prices applicable to the aggregated transaction will be averaged and the Account and each other account or portfolio participating in the aggregated transaction shall be treated as having purchased or sold its portion of the securities at such average price, and (ii) all transaction costs incurred in effecting the aggregated transaction shall be shared on a pro-rata basis among the accounts participating in the transaction. Where the batched order is not filled in its entirety, clients will be deemed to have purchased or sold a proportionate share of the securities involved. In some cases, aggregating orders may adversely affect the size of the position obtainable, and in some cases, clients would receive better price execution if they did not participate in a batched order.

As the introducing broker-dealer of record for Accounts, H. Beck has an interest in having Pershing settle and clear securities transactions under the Program. Under its agreement with Pershing, the fees charged and the level of services provided by Pershing are dependent upon the amount of assets introduced by H. Beck to Pershing. The securities trades directed to Pershing under the Program are included in the calculation of assets introduced by H. Beck to Pershing and therefore may result in reduced fees being charged to H. Beck by Pershing or in H.

Beck's receipt of additional services from Pershing. Pershing's custodial and brokerage services are included in the fees paid by clients as described in Item 4.B below.

Pershing maintains custody of all Account assets and performs custodial functions including, among other things, crediting of interest and dividends on Account assets, together with other custodial functions customarily performed with respect to securities brokerage accounts.

All dividends and other distributions will be retained in a client's Account and invested in accordance with the cash allocation component of such Account. Clients are responsible to vote all proxies, consents, waivers and other documents regarding corporate actions, with respect to any securities held in their Account. H. Beck and Securian will not vote proxies, nor will H. Beck or Securian be responsible for taking action or rendering any advice with respect to securities held in H. Beck Freedom Accounts which become subject to legal notices or proceedings, including bankruptcy proceedings.

The Program requires a client to participate in a "Sweep Program" that is tied to client's Account. A "Sweep Program" is a service provided by broker-dealers, including H. Beck, pursuant to which customers can automatically transfer free credit balances in the customer's securities account to a money market mutual fund product. Free credit balances, in the form of cash, typically result from a customer's deposit of cash into his or her securities account, or arise from dividends and interest earned on assets held in the account. By participating in the Program, client automatically participates in H. Beck's Sweep Program. H. Beck will routinely sweep the free credit balances in client's Account to a money market fund account. The brokerage account agreement clients enter into with H. Beck to open the Account describes the general terms and conditions of the money market fund. The sweep account product offered in the future may change, in which event the adviser to whom client has granted investment discretion (Securian) will make a determination whether to continue to sweep free credit balances to the new product. The client will receive a separate prospectus relating to the mutual fund(s) in which the cash in the client's Account is invested, which will contain a complete description of the relevant fees and/or expenses of the mutual fund(s); clients should refer to the prospectus for more information about the applicable fund.

Pershing makes available to the client confirmations of each purchase and sale, unless the client elects not to receive confirmations of individual transactions and to receive, instead, information regarding such transactions in quarterly statements. Monthly Account statements are forwarded by Pershing to the client for each month in which activity occurs in the client's Account. Quarterly account statements are also forwarded by Pershing to the client, regardless of whether there has been any activity in the client's Account. Pershing also acts as general administrator of the Account, which includes, deducting Account fees and processing, pursuant to the client instructions transmitted by H. Beck, deposits to and withdrawals from the Account.

H. Beck has also entered into an agreement with Lockwood Advisors, Inc. ("Lockwood"), Pershing's affiliate, pursuant to which Lockwood or another affiliate provides various

administrative services, including preparing quarterly reports analyzing the performance of the Account, which are made available to a client. The fees for Lockwood's services are also included in the fees paid by client as described in Item 4.B below.

The costs of the execution, clearance and administrative services provided by Pershing and Lockwood are included in the Program Fee and therefore also the total Freedom Fee, which are described below.

If the client grants H. Beck the authority to do so, upon client's instruction H. Beck will (1) instruct Pershing to transfer assets from the client's Account to another of the client's identically registered account(s) with H. Beck held at Pershing; or (2) instruct Pershing to remit client funds or securities in client's Account to the client at the client's address of record with Pershing. H. Beck does not have the authority to open an account on the client's behalf or to designate or change the client's address of record.

#### H. Beck Consultants

The services provided by H. Beck under the Program are provided by H. Beck Consultants who are also registered securities representatives of H. Beck (i.e., registered with FINRA to sell securities) and may also be licensed as insurance agents for various insurance companies.

For more information about an H. Beck Consultant, please refer to the particular H. Beck Consultant's Form ADV Part 2B Brochure Supplement.

#### Opening an Account

Clients enter the Program by executing an investment management agreement ("Agreement") with H. Beck. As noted above, clients must also sign a brokerage account agreement with H. Beck in order to open an Account in the Program.

If a client transfers securities to H. Beck in connection with funding a new Account, all such securities, except any securities identical to those selected by the Portfolio Managers for inclusion in the applicable Model Portfolio, will be liquidated promptly and the proceeds reinvested in the client's Account in accordance with the Model Portfolio selected by the client. If any illiquid or unmarketable securities are transferred to a client's Account and cannot be promptly liquidated, such securities must be transferred out of the Account or disposed of by the client within thirty days after notice to the client or H. Beck will automatically transfer such securities to a separate commission based brokerage account with H. Beck, subject to H. Beck's standard fees for such accounts.

In connection with opening an Account, the H. Beck Consultant obtains information regarding the client's investment objective, risk tolerance, time horizon, and other financial characteristics. Based upon the information provided by the client, the H. Beck Consultant will

recommend a Model Portfolio. It is up to the client to decide whether to accept or reject the Consultant's Model Portfolio recommendation.

### Terminating an Account

Either H. Beck or a client may terminate the Agreement at any time with written notice and thereby terminate an Account under the Program. If an Account is terminated during a quarter, or the client makes a full withdrawal of Program assets, H. Beck will refund to the client a pro-rata portion of any pre-paid, but unearned fees paid for that quarter. The amount refunded to the client will be based on the number of days remaining in the quarter as of the date of termination.

Upon termination of the Agreement, H. Beck will no longer exercise investment discretion, and neither H. Beck nor Securian will provide investment advisory services, with regard to the securities in the Account, and clients will have sole responsibility to decide what happens to the assets in the Account. Upon termination, it is a client's responsibility to issue instructions in writing regarding the assets held in the Account. Upon termination, client may either instruct H. Beck to (i) liquidate the assets in the Account, (ii) transfer the assets in the Account to a third party, or (iii) transfer the assets to a standard brokerage account with H. Beck that is subject to H. Beck's then-current standard commission and fee schedule. If clients instruct H. Beck to liquidate the assets in the Account, H. Beck shall do so solely in its capacity as a broker-dealer and clients will be subject to H. Beck's then-current standard commission and fee schedule. If clients do not provide instructions regarding the Account assets to H. Beck upon termination of the Agreement, then H. Beck will automatically transfer the assets therein to a standard brokerage account that is subject to H. Beck's then-current standard commission and fee schedule. Clients are solely responsible for all taxes payable in connection with the termination of the Account.

## **B. Fees**

### Freedom Fee

Each client in the Program pays an annualized asset-based fee ("Freedom Fee"). The Freedom Fee, which includes the costs of the investment advisory, execution, clearance and administrative services provided by H. Beck, Securian, Lockwood, and Pershing under the Program (exclusive of certain charges associated with securities transactions described below and charges for optional services), consists of two components: (i) the "Program Fee" charged by H. Beck (which covers, among other things, the cost of the administrative, clearance and custodial services charged to H. Beck by Lockwood and Pershing, and the cost charged to H. Beck by Securian for the management and maintenance of the Model Portfolios and the management of client Accounts by Securian's Portfolio Managers) and (ii) the "Consultant Fee," which is the fee charged for the Consultant's services. The Freedom Fee will not exceed 1.90%.

The Program Fee is not negotiable. In contrast, the Consultant Fee portion of the Freedom Fee is negotiable, within limits, by clients and the Consultant. In negotiating the Consultant Fee, Consultants generally take into consideration, among other things, the amount of assets clients maintain in the Program, whether the clients maintain other securities brokerage or investment advisory relationships with H. Beck, the amount of assets in such other accounts, and the duration and scope of a clients' relationship with H. Beck. In general, clients may be able to negotiate a lower Consultant Fee if they maintain other securities brokerage or investment advisory relationships with H. Beck. H. Beck reserves the right at its discretion to reduce the Consultant Fee for Accounts held by employees, associated persons, agents, or independent contractors of H. Beck or its affiliates and their immediate family members. See the table below for information about the amount of the Program Fee, the maximum Consultant's Fee and the maximum Freedom Fee.

Securian charges a fee to H. Beck (the "Securian Fee") to cover the expenses associated with the services provided by Securian in connection with the Program, and Lockwood charges a separate fee to H. Beck (the "Lockwood Fee") to cover the expenses associated with the services provided by Lockwood and Pershing in connection with the Program. The Securian Fee and the Lockwood Fee are included in the Program Fee and, therefore, in the total Freedom Fee described above. Pursuant to a client's authorization, Pershing, as custodian of Account assets, and Lockwood, as administrator of the Account, will: deduct the entire Freedom Fee from the client's Account; retain the Lockwood Fee due to Pershing and Lockwood for their respective services; pay the Securian Fee to Securian; and pay the balance of the total Freedom Fee to H. Beck, which will use a portion of the Consultant Fee (which is also included in the total Freedom Fee) to pay its Consultants.

Account Assets	Program Fee	Maximum Consultant Fee	Maximum Freedom Fee
First \$500,000	0.40%	1.50%	1.90%
Next \$500,001 to \$1,000,000	0.36%	1.10%	1.46%
Next \$1,000,001 to \$2,000,000	0.33%	1.10%	1.43%
Next \$2,000,001 to \$3,000,000	0.30%	0.90%	1.20%
Next \$3,000,001 to \$4,000,000	0.27%	0.70%	0.97%
Next \$4,000,001 to \$5,000,000	0.24%	0.50%	0.74%
Over \$5,000,000	0.21%	0.50%	0.71%

The total fees charged under the Program may be higher than what another investment adviser would charge for a similar combination of services, or what would be charged by H. Beck or another investment adviser if the investment advisory and securities brokerage services were provided separately. The relative cost of the Program is affected by such factors as the administrative costs associated with wrap fee arrangements, the fees charged when investment adviser and brokerage services are purchased separately, the size of a client's Account, and the level of trading activity in a client's Account.

The Freedom Fee does not include certain fees and charges associated with securities transactions, including the following: (i) charges imposed by law; and (ii) internal charges and fees, including redemption or short-term trading fees, that may be imposed by any collective investment vehicles, such as mutual funds, closed-end funds, or exchange-traded funds (clients indirectly pay a pro-rata portion of such fees, which are in addition to the fees paid to H. Beck under the Program). H. Beck may receive 12b-1 fees from mutual funds in which a client's assets are invested in addition to the Freedom Fee paid by client hereunder. Such 12b-1 fees are deducted from the assets held in such mutual funds, but H. Beck will credit back to a client's Account any 12b-1 fees received by H. Beck with respect to assets held in client's Account. Clients will also be charged for specific account services as described in H. Beck's Client Commission and Fee Schedule. If client chooses to have trade confirmations delivered by mail rather than delivered electronically, there will be a charge for each trade confirmation. See H. Beck's brokerage account agreement related to the Account or ask Consultant for more information regarding these fees.

Each Consultant assigned to a client's Account will be compensated for services to such client by receiving a percentage of the compensation received by H. Beck in accordance with the fee schedule attached to the client's investment management agreement with H. Beck. The amount of this compensation may be more than what the H. Beck Consultant would receive if the client participated in other programs offered by H. Beck, or paid separately for investment advice, brokerage and other services. An H. Beck Consultant may, therefore, have a financial incentive to recommend the Program over other programs or services.

#### Payment of Fees

The Freedom Fee is payable at inception and quarterly in advance thereafter, based on the value of the assets in the Account on the date of inception, and thereafter, on the last business day of the prior quarter (except as discussed below in connection with additions to the Account). The first payment will be assessed on a pro rata basis in the event the Agreement is executed at any time other than the first day of the billing cycle. For the purposes of fees and valuation, securities will be valued at the closing price on the principal exchange on which they are traded. All cash and securities in the Account will be included in determining the value of the Account for the purpose of calculating the Freedom Fee. Securities not listed on a national securities exchange, such as mutual funds, will be valued at their net asset values.

The Freedom Fee is paid first out of free credit balances, if any, in the Account, second, from the liquidation or withdrawal of shares of any money market funds or balances in any money market account, and to the extent that such assets are insufficient to satisfy payment of the fee, from the sale and liquidation of other Account assets. Securitan, in its discretion, will sell securities to the extent necessary to pay the Freedom Fee. Clients are solely responsible for any losses or tax consequences as a result of a sale of Account assets to satisfy their obligation to pay the Freedom Fee.

Additions may be made at any time and will result in an adjustment to the Freedom Fee with respect to such new assets prorated from the date of the addition. Withdrawals of assets may be made at any time and will result in an adjustment to the Freedom Fee with respect to the withdrawn assets prorated from the date of the withdrawal. The proceeds of a withdrawal will be delivered to the client after the time necessary for the resulting trades to clear and settle. If the Account is terminated by either party, fees paid for that quarter will be prorated based on the number of days in the quarter for which the Program was in effect and any unearned investment advisory fees will be returned to the client, and the market value of the assets in the Account shall be calculated as of the close of trading on the last business day that H. Beck provides investment advisory services under the Agreement.

The client will authorize Pershing and Lockwood to deduct from the client's Account the entire Freedom Fee, and all other applicable fees not included in the Freedom Fee. All such fees will be clearly noted on the client's statements.

If H. Beck liquidates securities transferred to H. Beck by a client in connection with funding a new Account (see "Opening an Account" above), the client may incur significant tax liabilities for which the client will be solely responsible. In addition, if such transferred securities include illiquid or unmarketable securities that are subsequently placed in a separate commission based brokerage account with H. Beck, the client will also be charged H. Beck's standard fees for such accounts. If applicable, clients should consider such ramifications before deciding to participate in the Program.

#### **ITEM 5: ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS**

The minimum Account size for each Account under the Program is generally \$50,000. Lesser amounts may be accepted in some circumstances. Freedom Core Portfolios are also available for Accounts of \$25,000 or more.

Services under the Program are offered primarily to individuals. An Account may not be opened under the Program if the Account's assets are part of a tax qualified plan or subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA"). However, individual retirement accounts not subject to ERISA are eligible to participate in the program. H. Beck reserves the right to reject any client from participating in the Program.

#### **ITEM 6: PORTFOLIO MANAGER SELECTION AND EVALUATION**

The Freedom Portfolios available through the Program are managed by a group of investment professionals at Securian (the "Portfolio Managers"). The Portfolio Managers are salaried employees of Securian and make investment decisions and engage in investment activities for Securian in connection with Securian's discretionary investment management of the Freedom Portfolios. These activities include, on a discretionary basis, the selection of the asset classes to be used in each Portfolio, the determination of each Portfolio's allocation strategy in relation to such asset classes, and the selection of securities for each Account. Securian does not

recommend or select individual Portfolio Managers for particular client Accounts. Instead, the Portfolio Managers act as a team and make discretionary investment decisions on a collective basis for all client Accounts.

Securian selects as Portfolio Managers investment professionals who have either attained a CFA (Chartered Financial Analyst) designation or earned an MBA (Masters in Business Administration) degree. The selection process also takes into consideration the length and nature of an individual Portfolio Manager's experience in the investment management business. Securian's management monitors the performance of the Portfolio Managers and compares their performance, calculated on a uniform and consistent basis in accordance with standards determined by Securian, relative to the performance of generally accepted market indices for the major asset classes included in the Portfolios. Performance information for the Portfolio Managers is not reviewed by a third party. Securian does not employ any specific standards in determining whether or not to replace one or all of the Portfolio Managers.

As described above in Item 4.A under "Services -- The Freedom Model Portfolios -- Security Selection Process," the Portfolio Managers consider a variety of factors in selecting securities for inclusion in the Freedom Portfolios. The main sources of information used by the Portfolio Managers in this regard include, but are not limited to, quantitative data provided by third-party vendors, financial newspapers and magazines, corporate rating services relating to historical prices of securities, dividends and earnings, annual reports, prospectuses, filings with the SEC and press releases. In addition, the Portfolio Managers may on occasion participate in conference calls or meetings with the managers of mutual funds and other collective investment vehicles selected or considered for selection in the Freedom Portfolios.

In determining allocations between mutual funds and exchange traded funds in a particular Model Portfolio, the Portfolio Managers will consider such factors as whether an entity reasonably represents a sub-asset class, is passively or actively managed, offers favorable tax treatment, or is available at a more favorable cost. These factors are evaluated in the context of each Model Portfolio's overall allocation strategy and the individual sub-asset classes selected by the Portfolio Managers for inclusion in the Model Portfolio.

Each Freedom Model Portfolio carries a different level of risk that clients should be prepared to bear. In each Account managed in accordance with a Model Portfolio, all securities include a risk of loss of principal and any profits that have not been realized. The stock markets, bond markets and derivative markets fluctuate substantially over time in response to changes in domestic and global economic and political circumstances. As a result, there is a risk of loss of the assets, and such loss may be out of Securian's and the Portfolio Managers' control. **H. Beck and Securian cannot guarantee any level of performance and cannot guarantee that clients will not experience a loss of value in their Account.**

There is risk associated with the asset allocation strategies applicable to the Freedom Model Portfolios and with the selection of securities for client Accounts. These risks include but are not limited to market risk, liquidity risk, interest rate risk, sector risk, currency risk, foreign



investment risk, developing or emerging market risk, large cap and small/mid-cap stock risk, counterparty risk, credit risk and duration risk. Investments in securities and other financial instruments that are subject to fluctuations create many types of risk that can cause the permanent loss of capital, whether as a result of adverse market conditions or otherwise. For more information about the risks associated with the mutual funds or collective investment vehicles held in an Account, as well as information about associated fees and expenses, clients should review the respective prospectuses or other disclosure documents.

As described above in Item 4.A under “Services – Administrative, Execution and Clearance Services,” H. Beck and Securian do not retain or accept authority to vote client securities. Clients are solely responsible for voting proxies and taking action with respect to legal notices or proceedings relating to securities held in their Accounts.

#### **ITEM 7: CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS**

Clients provide personal information, including investment objective, risk tolerance, time horizon, and financial and other relevant characteristics to their H. Beck Consultants. Their H. Beck Consultants then recommend a model portfolio consistent with the client's investment and financial objective and submit this information to H. Beck. Securian's Portfolio Managers have access to client information, but they do not use that client information to make decisions about specific individual client accounts.

#### **ITEM 8: CLIENT CONTACT WITH PORTFOLIO MANAGERS**

The Portfolio Managers do not typically speak with clients, but there are no restrictions placed on a client's ability to contact the Portfolio Managers. There are also no restrictions placed on a client's ability to contact the client's H. Beck Consultant. Clients have regular access to H. Beck Consultants to discuss their Accounts, financial circumstances, investment objectives, and Model Portfolio selection.

#### **ITEM 9: ADDITIONAL INFORMATION**

##### **A. Disciplinary Information**

In H. Beck's capacity as a broker-dealer, and in connection with matters unrelated to the Program or H. Beck's other investment advisory business, H. Beck has:

- Consented to a censure and fine in the amount of \$17,500 by FINRA pursuant to a settlement agreement effective November 24, 2008. Without admitting or denying the allegations, H. Beck accepted and consented to the finding that H. Beck failed to fully comply with NASD Rules regarding the reporting of trades through the Order Audit Trails System (“OATS”).
- Consented to a fine in the amount of \$40,000 by the Virginia Department of Securities pursuant to a settlement agreement effective January 6, 2009. Without admitting or

denying the allegations, H. Beck accepted and consented to the findings that H. Beck failed to supervise an agent in violation of state regulations.

- Consented to a censure and fine in the amount of \$140,000 by FINRA pursuant to a settlement agreement effective March 23, 2009. Without admitting or denying the allegations, H. Beck accepted and consented to the findings that H. Beck failed to accurately complete its self-assessment regarding breakpoint compliance in Mutual Fund Class A shares, and failed to reasonably monitor its fee-based brokerage accounts to ensure that they continued to be appropriate for customers.
- Consented to a cease and desist order from the Maryland Securities Commissioner effective July 23, 2010. Without admitting or denying any findings of fact or conclusion of law, H. Beck accepted and consented to the findings that H. Beck failed to reasonably supervise its registered representatives and agreed to revise its personal trading procedures.
- Consented to a reprimand and fine in the amount of \$9,500 by the Texas State Securities Board pursuant to a settlement agreement effective July 27, 2010. Without admitting or denying the allegations, H. Beck accepted and consented to the findings that H. Beck failed to enforce written procedures regarding supervision and use of marketing materials by a representative.
- Consented to a censure and fine in the amount of \$150,000 by FINRA pursuant to a settlement agreement effective July 18, 2011. Without admitting or denying the allegations, H. Beck accepted and consented to the finding that H. Beck failed to establish and maintain a supervisory system, and failed to establish, maintain and enforce written supervisory procedures, that were reasonably designed to achieve compliance with the rules and regulations applicable to the retention of electronic and written communications and various operational procedures.
- On May 17, 2012, H. Beck consented to a fine of \$90,000 by the Massachusetts Securities Division relating to the alleged failure to supervise a registered representative in violation of the Massachusetts Securities Act. H. Beck also provided restitution to a customer and retained a consultant to review certain supervisory procedures.
- Consented to a censure and fine in the amount of \$425,000 by FINRA pursuant to a settlement agreement effective March 30, 2015. Without admitting or denying the allegations, H. Beck accepted and consented to the findings that H. Beck failed to apply sales charge discounts to eligible purchases of unit investment trusts and failed to establish a supervisory system and written supervisory procedures reasonably designed to ensure that customers received sales charge discounts on all eligible unit investment trust purchases. The Findings also stated that H. Beck failed to establish a reasonable supervisory system and written supervisory procedures regarding the use of consolidated reports, and that certain registered representatives sent inaccurate consolidated reports to customers. The findings also included that H. Beck failed to enforce its written supervisory procedures requiring non-registered employees to register with the firm any outside email accounts used for business-related communications.

## **B. Other Financial Industry Activities and Affiliations**

The following are H. Beck's other financial industry activities and affiliations.

### H. Beck's Brokerage Services Business

H. Beck's principal business activity is as a securities broker-dealer. H. Beck's securities brokerage business consists primarily of the sale of mutual funds and variable annuity and variable life insurance contracts and, on a fully-disclosed basis, general securities through H. Beck's clearing agreement with Pershing. In this capacity H. Beck receives compensation in the form of dealer concessions, commissions from brokerage customers, and/or distribution (Rule 12b-1) fees, from which H. Beck pays commissions to H. Beck's financial advisors.

As a securities broker-dealer H. Beck also provides investment advice to clients which is incidental to the brokerage services provided and for which H. Beck does not receive any special compensation, other than the customary commissions or fees charged for such brokerage services.

### H. Beck's Insurance Services Business

H. Beck is licensed as an insurance agency in every state in the United States that licenses corporations as insurance agencies. H. Beck's insurance business consists primarily of the sale of fixed and variable life insurance and fixed and variable annuity contracts. In this capacity, H. Beck receives compensation in the form of dealer concessions, commissions, and/or other distribution fees, from which H. Beck pays commissions to H. Beck financial advisors. H. Beck's financial advisors also receive insurance commissions from various insurance companies, including H. Beck's affiliates, Minnesota Life Insurance Company and Securian Life Insurance Company, for the sale of insurance products to individuals who may also be receiving brokerage, advisory, and/or insurance services from H. Beck.

### H. Beck's Business Affiliations

H. Beck is a wholly-owned subsidiary of Securian Financial Group, Inc., and is an indirect subsidiary of a mutual insurance holding company called Minnesota Mutual Companies, Inc. Securian Financial Group, Inc. is the holding company parent of a group of companies that provide a broad range of financial services. Please visit [www.securian.com](http://www.securian.com) for more information.

H. Beck believes that it benefits from these affiliations in various ways, including access to additional investment-related research and information. Some of H. Beck's affiliates may coincidentally trade for their own accounts in securities that H. Beck has recommended to H. Beck clients.

Affiliated Insurance Businesses. The insurance companies owned directly or indirectly by Securian Financial Group, Inc. include Minnesota Life Insurance Company ("Minnesota Life") (see [www.minnesotalife.com](http://www.minnesotalife.com)), Securian Life Insurance Company (see [www.securianlife.com](http://www.securianlife.com)), Securian Casualty Company, American Modern Life Insurance Company, and Southern Pioneer

Life Insurance Company. These insurance companies provide a variety of insurance and annuities products (including term life insurance, indexed life insurance, variable life insurance, fixed and indexed annuities, group term and variable life insurance, accidental death and dismemberment insurance, mortgage life insurance, credit life and disability insurance, debt protection, guaranteed asset protection, and collateral protection insurance) to individuals, businesses, employers, banks, and credit unions. Many of H. Beck's customers are also customers of Minnesota Life.

Affiliated Investment Advisors and Broker-Dealers. Advantus Capital Management, Inc. ("Advantus Capital") is also a wholly-owned subsidiary of Securian Financial Group, Inc. Advantus Capital is registered as an investment advisor with the SEC. Advantus Capital provides investment advice to affiliated entities, including Minnesota Life, and to unaffiliated entities, including unaffiliated insurance companies, public and corporate pension plans, retirement plans, mutual fund companies, Taft-Hartley plans, foundations, and endowments. See [www.advantuscapital.com](http://www.advantuscapital.com) for more information.

Securian Financial Services, Inc. ("Securian") is also a wholly owned subsidiary of Securian Financial Group, Inc. Securian is registered with the SEC as both an investment advisor and a broker-dealer. Securian is also a member of FINRA and the SIPC. Securian provides investment advice and brokerage services that serve the needs of individuals, trusts, estates, and businesses. See [www.securianfinancial.com](http://www.securianfinancial.com) for more information.

CRI Securities, LLC ("CRI") is 50% owned by Enterprise Holding Corporation, which is a wholly-owned subsidiary of Minnesota Life. CRI is registered with the SEC as both an investment advisor and a broker-dealer. CRI is also a member of FINRA and the SIPC. CRI provides mutual funds, brokerage services, and general securities to individuals, trusts, estates, and businesses. See [www.crisecurities.com](http://www.crisecurities.com) for more information.

Affiliated Banking Institutions. Securian Trust Company, N.A. ("Securian Trust") is also a wholly owned subsidiary of Securian Financial Group, Inc. Securian Trust is a national bank chartered by the Office of the Comptroller of the Currency. Securian Trust provides expertise in trust administration and trust investment management.

### **C. Conflicts of Interest, Revenue Sharing and Other Payments from Funds**

As required by law, H. Beck maintains certain policies and procedures, such as H. Beck's "Code of Ethics" (see "Code of Ethics, Participation or Interest in Client Transactions and Personal Trading" below) reasonably designed to prevent H. Beck and H. Beck financial advisors from acting in any way that is inconsistent with H. Beck's legal obligations to clients, including the requirement that H. Beck put clients' interests first.

*Revenue Sharing.* H. Beck currently offers products and services distributed by over 200 sponsor companies; however, H. Beck has a focused relationship with a limited number of sponsor companies. H. Beck receives payments for expenses incurred in connection with providing

services intended to result in the sale of the products and services of these companies and/or shareholder support services. These companies have greater access to H. Beck's representatives to provide training and other educational presentations as well as product information so they can serve investors better.

There is no greater direct economic incentive for registered representatives or investment advisor representatives of H. Beck to sell products of these sponsor companies over any other product. They do not receive any additional compensation based solely on whether that company is participating in this program.

For more information about sponsor companies and the revenue sharing and other types of compensation received by H. Beck, see the Product Compensation Disclosure webpage located at [www.hbeckinc.com/investors](http://www.hbeckinc.com/investors).

12b-1 Fees. H. Beck may also receive 12b-1 fees from mutual funds in which clients' assets are invested. These 12b-1 fees, which are deducted from the assets held in such mutual funds, are in addition to the Freedom Fee paid under the Program, and are also in addition to any revenue sharing payments that may be received as described above. However, H. Beck will credit back to clients' Accounts any 12b-1 fees received by H. Beck with respect to assets held in clients' Accounts.

Affiliates as Sub-Advisors to Certain Mutual Funds. Advantus Capital Management, Inc., an affiliate of H. Beck's ("Advantus"), serves as a subadvisor for certain of the Ivy Funds, and receives a management fee for its services. While H. Beck receives no direct compensation as a result of this relationship, Advantus' compensation increases if the assets in such funds increase. If such funds are held in client Accounts under the Program, Advantus Capital will receive additional investment sub-advisory fees as a result of such holdings. See the prospectuses for the Ivy Funds for more information.

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

Pursuant to Rule 204A-1 under the Investment Advisers Act of 1940 (the "Act"), H. Beck has established and enforces a written code of ethics ("Code") that describes standards of business conduct, including applicable fiduciary obligations, that must be observed by H. Beck and its "supervised persons" (as defined in the Act) in connection with H. Beck's investment advisory business. These standards include requirements:

- To act at all times with the utmost integrity and honesty, dealing fairly with clients, H. Beck, its associates and service providers;
- To place the interests of clients first;
- To render professional and unbiased investment advice to clients;

- To provide full, fair, and, timely information to clients;
- To avoid conflicts of interest with clients when supervised persons conduct personal securities transactions;
- To exercise diligence and care in maintaining and protecting clients' non-public, personal or confidential information; and
- To comply at all times with federal securities laws.

All supervised persons are prohibited from trading on the basis of material non-public information. In addition, the Code prohibits certain supervised persons ("Access Persons") from trading, in their personal accounts or in other accounts in which they have a beneficial interest, in "reportable securities" (as defined in Rule 204A-1 and the Code) ahead of a client's trade in the same security, and from purchasing any security that is part of an initial public offering. Access Persons must also obtain prior approval from H. Beck's Chief Compliance Officer before purchasing any security as part of a private placement or other limited offering.

In order to avoid conflicts of interest, the Code requires Access Persons to provide, and H. Beck to review, both initial and annual reports of all reportable securities beneficially owned by such access Person. Quarterly reports of all transactions in reportable securities by Access Persons are also required under the Code and are also required to be reviewed by H. Beck.

Each supervised person receives a copy of the Code and of each amendment thereto, and is required to acknowledge such receipt in writing. The Code further requires each supervised person to report any violation of the Code promptly to H. Beck's Chief Compliance Officer.

A copy of H. Beck's Code of Ethics will be provided to any client or prospective client upon request.

H. Beck and its affiliates have investment responsibilities, render investment advice to, and perform other investment advisory services for, other individuals and entities ("Other Accounts"). H. Beck and its affiliates (and their respective partners, directors, officers, agents and employees) may buy, sell or trade in any securities for their own respective accounts ("Affiliated Accounts"). H. Beck and its affiliates may give advice or exercise investment responsibility and take such other actions with respect to Other Accounts and Affiliated Accounts which may differ from the advice given or the timing or nature of action taken with respect to a client's Account.

Other Accounts and Affiliated Accounts may at any time, hold, acquire, increase, decrease, dispose of or otherwise deal with positions in investments in which a client's Account may have an interest from time to time, whether in transactions which involve the client's Account or otherwise. H. Beck has no obligation to purchase for a client's Account a position in any security which Other Accounts or Affiliated Accounts may acquire.

## **E. Review of Accounts**

H. Beck, through its H. Beck Consultants, will periodically review and monitor the performance, composition and risk profile of the client's Account and, if appropriate, will make recommendations based on the results of the reviews. In addition, H. Beck will consult with each client in the Program at least annually regarding the Account and whether anything has changed in the client's financial circumstances or investment objectives that might affect the manner in which the client's assets should be managed. The review includes consideration whether the client's Account remains properly aligned with the client's financial objectives, risk tolerance and other financial characteristics.

The H. Beck Consultant will also be available on an ongoing basis to discuss the client's Account, any questions relating to the securities therein and any changes which may have occurred in the client's financial circumstances or investment objectives.

Clients also receive quarterly account statements, quarterly performance reports, brokerage statements for each month in which trading activity occurs in the client's Account, and confirmations of each purchase and sale in an Account (unless the client elects to suppress confirmations or elects to receive only quarterly statements). H. Beck is available to assist a client in reviewing all these reports and statements.

## **F. Client Referrals and Other Compensation**

H. Beck does not receive any compensation or other economic benefit from any person, other than clients, for providing advice in connection with the Program, except as described above under Section 9(C), "Conflicts of Interest, Revenue Sharing and Other Payments from Funds." H. Beck does not compensate any person other than the H. Beck Consultants for client referrals to the Program.

## **G. Financial Information**

H. Beck does not have discretionary authority to manage clients' Accounts under the Program, nor does H. Beck require payment of fees more than one quarter in advance or have custody of client assets under the Program. For these reasons, H. Beck is not required to provide an audited balance sheet for its most recent fiscal year. H. Beck has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, nor has H. Beck been the subject of a bankruptcy proceeding.

## **ITEM 10: REQUIREMENTS FOR STATE REGISTERED ADVISERS**

H. Beck is Federally registered.