FINANCIAL LIFE ADVISORS
FORM ADV PART 2A

14607 San Pedro, Suite 190
San Antonio, Texas 78232
(210) 918-8998
www.fladvisors.com

January 14, 2021

This brochure provides information about the qualifications and business practices of Financial Life Advisors. If you have any questions about the contents of this brochure, you may contact us at (210) 918-8998 or email compliance@fladvisors.com The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or any state securities authority.

Additional information about Financial Life Advisors is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2-Material Changes

This Brochure dated January 14, 2021, contains a summary of material changes since the last update of the Financial Life Advisors' Brochure dated May 28, 2020:

Financial Life Advisors has made the following material changes to this Brochure:

- We have updated Item 18 to remove the disclosure related to the receipt of a Paycheck Protection Program ("PPP") loan, as the loan has been forgiven.

In the future, any additional material changes that occur during the year will be reported here.

Currently, our brochure may be requested by contacting our office at (210) 918-8998, or by email to compliance@fladvisors.com. This brochure is also available on our website, www.fladvisors.com.

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Item 4- Advisory Business

A. Financial Life Advisors ("FLA" "we" and "Advisors") is a Texas limited liability company with its principal place of business located in San Antonio, Texas. The firm is owned by KFBG Holdings, LLC, which is owned jointly by Benjamin D. Gurwitz and Kirk W. Francis. FLA has been in business since November 21, 2003.

B. FLA is an investment advisor providing comprehensive financial planning, consulting, and investment management services to individuals, high net worth individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

We offer Clients a comprehensive approach to investment and wealth management, which may include depending on a client's needs, the following major areas:

- Development of financial plans that match the Client's goals
- Tailored investment portfolios consistent with our Clients' plans
- Financial Independence/Retirement Planning
- Assessment of risk management (including insurance needs)
- Analysis of existing assets and investments
- Investment selection, portfolio design, and portfolio implementation
- Business Succession and Exit Planning
- Fiduciary Consulting for 401(k) Plans
- Consultation and advisory services related to estate planning, education funding, risk management, retirement planning, business succession planning, and other specialized areas

Prior to engaging us to provide any of the foregoing financial planning and investment advisory services, Clients are required to enter into one or more written agreements setting forth the terms and conditions under which we shall render our services. These agreements describe the scope of services to be provided and the portion of the fee that is due from the Client prior to FLA commencing services. For more information about our fees, please see Item 5 of this document.

C. Our financial planning and investment advisory services are driven by and coordinated with each Client's individual financial goals. Our advice and services are tailored to the stated objectives of each Client. Financial plans, advice, and strategy are designed by incorporating each Client's circumstances. This process serves as the foundational roadmap for the investment portfolio. Developing and consistently adhering to an investment policy allows our clients to focus on the long-term goals of their financial plan, rather than become caught up in the short-term movements of the equity markets.

The Client can impose certain written restrictions on how their assets are managed.

Each Client is advised that it remains their responsibility to notify FLA promptly when there is a change in their financial situation and/or investment objectives so that FLA is prepared to review, evaluate, and revise previous recommendations and/or services.

D. FLA does not participate in a wrap-fee program.

E. As of December 31, 2020, FLA manages $229,518,685 of Client assets on a discretionary basis and $54,885,132 of Client assets on a non-discretionary basis.

Item 5-Fees and Compensation

A. Depending upon the engagement, we offer our services on a fee basis which may include, a percentage of the assets managed, hourly and/or fixed fees.

FLA provides in a broad range of comprehensive planning and consulting services. For these services, we charge a fixed fee and/or hourly fee. Depending upon the complexity and length of the engagement, our personal planning and consulting fees usually range from $2,000 to $8,000; our business succession planning fees range from $12,000 to $45,000, and our 401(k) fiduciary consulting service fees range from $3,000 to $25,000. These services are also available on an hourly basis at the rate of $100 to $400 depending upon the level and scope of the services and the professional rendering the financial planning and/or the consulting services.

Compensation for FLA's investment advisory services will be in accordance with one of our investment advisory agreements (IAA) that each Client enters into at the beginning of our professional relationship. The IAA may be amended from time to time upon written notice to our Clients.

FLA maintains several investment management models and fee schedules in order to meet clients' needs.

Model 1 **(Includes some financial planning services & portfolio customization not included in Model 2)**

Fees for this model are generally billed monthly in arrears and are based on the total value of the assets under management at the end of the billing period. The fee will be equal to the agreed upon rate per annum (again, as set-forth in the IAA entered into each Client), times the market value of the account, divided by the number of days in the agreed upon year and multiplied by the number of days in the month. The market value will be construed to equal the sum of the values of all assets in the account as provided by the account(s) custodian(s), not adjusted by any margin debit. Any other securities or investments in the portfolio shall be valued in a manner determined in good faith to reflect fair market value. Any such valuation should not be considered a guarantee of any kind whatsoever with respect to the value of the assets in the portfolio.

Fees for partial months (due to commencement or termination of the advisory relationship) will be billed or refunded on a pro-rated basis contingent on the number of days the account was open during the month. Further, deposits or withdrawals in excess of $100,000 per transaction will be pro-rated based on the number of days the funds were in the account for that period.

MODEL 1 ANNUAL FEE SCHEDULE

1.25% for up to $500,000 of assets under management
0.90% for the next $500,000 of assets under management
0.65% for the next $1,000,000 of assets under management
0.60% for the next $3,000,000 of assets under management
0.30% for the remaining assets above $5,000,000 of assets under management

The minimum annual fee is $6,250. The minimum fee for investment advisory services may be reduced at the sole discretion of Financial Life Advisors.

Notwithstanding the above, our financial planning and investment advisory fees are negotiable at the discretion of our investment advisor representatives.

Model 2 (Generally does not include any financial planning or portfolio customization)

Fees for this model are generally billed monthly in arrears and are based on the total value of the assets under management during the billing period. The fee will be equal to the agreed upon rate per annum (again, as set-forth in the IAA entered into each Client), times the market value of the account, divided by the number of days in the agreed upon year and multiplied by the number of days in the month. The market value will be construed to equal the sum of the values of all assets in the account, as provided by the account(s) custodian(s) not adjusted by any margin debit. Any other securities or investments in the portfolio shall be valued in a manner determined in good faith to reflect fair market value. Any such valuation should not be considered a guarantee of any kind whatsoever with respect to the value of the assets in the portfolio.

Fees for partial months (due to commencement or termination of the advisory relationship) will be billed or refunded on a pro-rated basis contingent on a number of days the account was open during the month. Further, deposits or withdrawals in excess of $100,000 per transaction will be pro-rated based on the number of days the funds were in the account for that period.

MODEL 2 ANNUAL FEE SCHEDULE

0.65% for up to $500,000 of assets under management
0.60% for the next $500,000 of assets under management
0.50% for the next $1,000,000 of assets under management
0.45% for the next $3,000,000 of assets under management
0.40% for the remaining assets above $5,000,000

All Accounts are subject to a minimum monthly Management Fee of $81.25. Accordingly, this model may not be appropriate for clients with total household accounts of less than $150,000. The minimum fee for investment advisory services may be reduced at the sole discretion of Financial Life Advisors.

Notwithstanding the above, our financial planning and investment advisory fees are negotiable at the discretion of our investment advisor representatives.

Model 3 (Legacy accounts)

Some clients who were with Cross Financial Services Corporation d/b/a FLA or FLA previously may be on a different fee schedule and/or have different services previously offered or negotiated. New clients are no longer offered these options.

B. Clients authorizes the custodian to deduct FLA's investment advisory fees from the Client account(s). Each calendar month or quarter, depending on billing Model, we will submit a bill to the custodian for our investment advisory fees. The custodian is authorized to pay to FLA upon submission of this bill. Clients acknowledge that the custodian will not verify advisor's fee calculation and that it is Client's responsibility to review advisor's fee to ensure that fees were calculated accurately.

Payment of fees may result in the liquidation of a Client's securities if there is insufficient cash in the account. Fees are assessed on all assets in the account(s), including securities, cash and money market balances. Margin debits do not reduce the value of the assets in the account.

C. Clients may also incur certain charges imposed by third-parties in connection with investments made in the account(s), including (but not necessarily limited to) the following types of charges: investment managers, mutual fund management fees and administrative servicing fees, mutual fund 12b-1 fees, certain deferred sales charges on previously purchased mutual funds, clearing, custody, postage and handling, other transaction charges and service fees (i.e. account transfer fees, wire transfer fees, termination fees, etc.), interest on debit balances, IRA and Qualified Retirement Plan fees, and other costs or charges with securities transactions mandated by law. Further information regarding charges and fees assessed by a mutual fund or other securities sponsors is available in the appropriate prospectus or disclosure statement.

D. Fees are refunded as detailed in A above. Clients may terminate the agreement upon thirty (30) days written notice that is sent or delivered to FLA. Similarly, FLA may terminate the agreement and resign at any time within thirty (30) days' notice by sending a written notice to the Client at the address on file with FLA. Client is responsible for all unpaid fees or charges due through the date of termination.

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

We do not charge performance-based fees for our services. Accordingly, this item is not applicable to our firm.

Item 7-Types of Clients

FLA's Clients are individuals, high net worth individuals, defined benefit plans/pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

Item 8-Methods of Analysis, Investment Strategies and Risk of Loss

A. We offer advice on investments including but not limited to the following:

- Equity securities such as:
  - Exchange-listed securities
  - Securities traded over-the-counter
- Corporate debt securities
- Municipal securities
- Investment company securities such as Mutual fund shares
- United States government securities

FLA may also provide advice about any type of investment held in the Client's portfolio at the beginning of or throughout the advisory relationship, for example, warrants, margin transactions, and options contracts on securities. We primarily research and review securities using fundamental, technical, and cyclical analysis. The primary investment strategies used to implement investment advice given to Clients include long-term purchases (securities held at least one year), trading (securities sold within 30 days).

The main sources of information we rely upon when researching and analyzing securities include materials and resources such as financial publications, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

B. Clients understand and accept that all investments are subject to risk, changing market conditions and that losses in the principal amount of the account are possible. Past performance is no guarantee of future results. We will use our best judgment and good faith efforts in rendering services to our Clients. However, we cannot warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Not every investment decision or recommendation made by us will be profitable. Clients assume all market risk involved in the investment of account assets and understand that investment decisions made for their account(s) are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by applicable federal or state law, we are not liable to Clients for:

- Any loss that a Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use;

- Any loss arising from our adherence to a Client's instructions; or
- Any act or failure to act by a custodian of a Client's account.

However, nothing shall relieve us from any responsibility or liability we may have under state or federal statutes. It is the responsibility of each Client to give us complete information and to notify us of any changes in their financial circumstances or goals.

C. Mutual Funds and Exchange Traded Funds (ETFs) – An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual funds and ETFs are subject to secondary market trading risks. Shares of mutual funds and ETFs will be listed for trading on an exchange, however, there can be no guarantee that an active trading market for such shares will develop or continue. There can be no guarantee that a mutual funds' and ETFs' exchange listing or ability to trade its shares will continue or remain unchanged. Shares of the mutual fund or ETF may trade on an exchange at prices at, above or below their most recent net asset valuation (NAV), which is the price that an investor would buy or sell the mutual fund or ETF at. The per share NAV of a mutual fund or ETF is calculated at the end of each business day and fluctuates with changes in the market value of the mutual fund's or ETF's holdings. The trading prices of a mutual fund's or ETF's shares may differ significantly from NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's ETF's shares trading at a premium or discount to NAV.

Options – FLA may recommend the use of options for certain clients. Options allow FLA to hedge (limit) certain losses on positions clients hold. Options also can offer opportunities with call option premium (covered calls) on securities the client holds. The option allows FLA to buy or sell a security at a certain price (not the current market price). Clients pay a fee for the options. If the option falls outside the money (i.e., the market price of the security does not justify purchasing/selling the security at the option price), the client will lose the fee for that option.

Margin – In the event that the account uses margin, fluctuations in the market value of the portfolio will have a significant effect in relation to the account's capital and the risk of loss and the possibility of gain will each be increased. In addition, when the account uses margin, the level of interest rates generally, and the rates at which the account can borrow will be an expense of the account (client) and therefore affect the results. Margin increases the risk of substantial losses (including the risk of a total loss of capital), and leverage can significantly magnify the volatility of the portfolio.

The account may use short-term margin borrowing. Such borrowing, if made, may result in certain additional risks to the account. For example, should the securities pledged to brokers to secure the margin accounts decline in value, the account could be subject to a "margin call" pursuant to which the account would be required to either deposit additional funds with the broker or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden, precipitous drop in value of the account's assets, the account might not be able to liquidate assets quickly enough to pay off its margin debt.

Item 9- Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. We have no information to disclose that is applicable to this Item.

Item 10- Other Financial Industry Activities and Affiliations

A. Neither FLA nor any of our management persons are registered, or have an application pending to register, as a broker-dealer, or a registered representative of a broker-dealer.

B. Neither FLA nor any of our management persons are registered, or have an application pending to register, as a future commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Some of FLA's associated persons, in their individual capacities, may serve as expert witnesses on investment-related issues as well as for issues such as financial planning, ethics, and insurance. FLA's associated person will charge a separate fee for these services which shall be agreed upon prior to rendering the services. FLA does not anticipate that this relationship will pose any potential conflict of interest with FLA's Clients.

Item 11- Code of Ethics, Participation or Interest in Client Transaction & Personal Trading

A. FLA has adopted a Code of Ethics and Personal Trading Policy and has established standards of conduct expected of its advisory personnel. In our Compliance Manual and the Code of Ethics, we have set forth general principles, required course of conduct, reporting obligations, review and enforcement of the Code of Ethics. We also adhere to 10 Principles of FLA's Culture, which we adapted with permission from James P. Owen's book, Cowboy Ethics (2004© James P. Owen). FLA will provide a copy of the Code of Ethics and our 10 Principles of FLA's Culture to Clients or prospective Clients upon written request.

The Registrants have voluntarily subscribed to the "Best Practices for Financial Advisors" published by The Institute for the Fiduciary Standard. The Best Practices offer a simple code of conduct and outline a commitment to clients of subscribing financial advisors. They seek to clearly articulate what a client can expect to receive from a subscribing financial advisor. These Best Practices do not replace our regulatory compliance obligations or duties to clients under relevant laws, rules, or regulations. The Institute for the Fiduciary Standard's role is limited to publishing the Best Practices as well as maintaining a corresponding register of subscribing financial advisors. You can find a complete list of the Best Practices on our website or at:
http://www.thefiduciaryinstitute.org/wp-content/uploads/2018/01/BestPracticesDec222017.pdf
and verify our subscription status at: www.thefiduciaryinstitute.org.

B. We do not recommend to clients, or buy or sell for client accounts, securities in which FLA or a related person has a material financial interest.

C./D. Clients understand that FLA and our employees may themselves own securities of the kind recommended for Client account(s). Similarly, FLA, or an associated person, may buy and sell some of the same securities for our own accounts that we buy and sell for our Clients.

This may present a conflict of interest. Thus, it is our policy that our employees may trade in their accounts simultaneously with clients in the same security as part of FLA's trading strategy or account rebalancing (See Item 12 B – below), or after trades are placed for clients.

However, when placing a trade outside of these parameters, employees are asked to consider the following:

Whether the amount or nature of the transaction will affect the price or market for the security;
Whether the employee will benefit from purchases or sales being made for any client;
Whether the transaction is likely to harm any client; and
Whether there is an appearance or suggestion of impropriety.

The employee must then request written clearance from the Chief Compliance Officer for these personal securities transactions before completing the transactions. FLA reserves the right to disapprove any proposed transaction that may have the appearance of improper conduct.

Our Code of Ethics and Personal Trading Policy does provide a list of exempt transactions for which pre-authorization is not required because the potential conflict with our clients is negligible.

Additionally, our employees are required to submit reports of their personal trading activity quarterly and annual reports of their holdings to our Chief Compliance Officer.

Item 12- Brokerage Practices

A. 1. We recommend Clients open brokerage accounts with TD Ameritrade Institutional. In recommending this broker-dealer, we seek to obtain "best execution," meaning that we seek to execute securities transactions for Clients so that the total costs or proceeds in each transaction are the most favorable under the circumstances. The factors we consider when evaluating for best execution include:

- Execution capability;
- Commission rate;
- Financial responsibility;
- Responsiveness;
- Broker-dealer capabilities;
- The value of any research services/brokerage services provided; and
- Any other relevant factors.

Certain broker-dealers may provide us with the following products/services: products that allow us to communicate electronically with the broker-dealer, making it easier for us to download account information, place and allocate trades, and submit advisory fees for withdrawal. FLA may periodically use research information provided by our custodian. However, FLA does not have any formal or informal agreements to compensate custodian for the receipt of such products or research. FLA, as a matter of policy and practice, does not engage in soft dollar arrangements whereby it compensates its broker-dealer for products or research with the use of client commissions.

2. FLA does not receive client referrals from our broker-dealer. Thus, Client referrals are not among the selection criteria in choosing a broker-dealer for our Clients.

3. We do allow our Clients to direct brokerage if the requests are made in writing and the institution has the ability to provide FLA the mechanism to enter trades. When a Client selects a broker-dealer other than the primary relationship(s) of FLA, we may be unable to seek best execution for the transactions, and the commission costs may be different from those of our recommended broker-dealer. In addition, we may place the transactions after we place transactions for Clients using our recommended broker-dealer. We may need to charge higher fees to meet such accommodation requests and performance reporting for such accounts will be more limited.

B. FLA strives to treat all clients in a fair manner, which is the underlying principal of our trade aggregation and allocation policy. When placing a trade for the same security and conditions for multiple Client accounts, FLA may consider bunching the trades in a single order (an "aggregated" or "block" trade) and consider whether doing so would result in an advantageous execution. When placing an aggregated trade, the following conditions and requirements apply:

- The allocation of the aggregate trade must be determined before the trade is placed with the broker. A record of the proposed allocation shall be prepared prior to placement of the aggregated order and maintained as part of the office's books and records.

- If a block order is filled (full or partial fill) at several prices through multiple trades, the average price and commission will be used for all trades executed. All participants receiving securities from the block trade must receive the average price. Only trades executed within the block on a single day may be combined for purposes of calculating the average price.

- If the block order is not filled by day-end, FLA will allocate shares executed to the accounts on a pro-rata basis, adjusted as necessary to keep Client transaction costs to a minimum and in accordance with specific account guidelines. However, if the application of this pro-rata allocation policy results in unfair or inequitable treatment to one or more of the Clients, the Chief Compliance Officer will be consulted to determine an acceptable alternative allocation methodology. A record of the actual, revised allocation shall be prepared and maintained together with the proposed allocation as part of the office's books and records.

- Trades shall not be allocated for the purpose of benefiting FLA or its employees. Allocations may not be made to the accounts of FLA employees, business associates, friends or relatives while excluding advisory Clients from the allocation of any securities.

Item 13- Review of Accounts

A. Performance of the securities purchased for Clients will be continually reviewed and evaluated by FLA to determine whether the security position should be liquidated (even if below the original purchase price), increased (even at prices higher than originally acquired), or maintained. Review of individual investment accounts is conducted and/or supervised by Kirk W. Francis, Chief Executive Officer, or an assigned person designated by him along with each advisor reviewing his/her associated accounts. Reviews can occur as often as quarterly, or in some instances, may occur more often. The level and frequency of reviews is determined by Client need and our discretion. The review focuses on accuracy, completeness, and suitability. Along with looking over the Client's account, we are happy to assist the Client in interpreting and/or compiling custodial statements and FLA reports and transferring relevant information onto the appropriate place on the Client's financial reports as part of the review process.

Reviews of financial plans or financial recommendations occur on an as-needed basis.

B. Account reviews may be triggered by a change in a Client's investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; change in corporate management; or changes in macro-economic climate. Reviews can also occur as a result of information garnered from Advisor's receipt of confirmations, customer statements, and/or Client statements or performance reports from third party managers or other financial institutions.

C. Clients receive periodic statements, confirmations and performance reports from various financial service institutions and firms with which the Client transacts business. These firms may include, but are not limited to, brokerages, investment companies, trust companies, other registered investment advisors, banks and credit unions. Clients understand that primary trade confirmation, account statements, annual reports, and prospectuses will be mailed directly from the broker-dealer/custodian of the account.

The frequency of the statements and reports is determined by the financial institution or firm generating the reports. The usual frequency is monthly, quarterly, or annually, or in the instance of confirmation reports, as transactions occur unless Client has requested a quarterly confirm report from a broker-dealer/custodian offering such a service.

Item 14- Client Referrals and Other Compensation

We have no arrangements, written or oral, which compensates any individual or entity for the referral of Clients.

Item 15- Custody

FLA may be deemed to have custody of some of its clients' assets since the firm has the capability to directly collect advisory fees from some accounts. This service is offered as a convenience with prior written consent from the client and is optional.

The firm is exempt from any surprise annual audits as it meets SEC criteria.

Other than having the ability to deduct our fees directly from Client accounts, we do not have further custody of the assets in Client account(s). Client accounts are maintained with an independent qualified custodian –TD Ameritrade Institutional. Our custodian directly provides Clients with account statements, at least, quarterly. When FLA provides additional reporting, we ask that they compare the reports from FLA to the statements received from their custodian.

Item 16- Investment Discretion

Except as otherwise instructed, our Clients grant us ongoing and continuous discretionary authority via our investment advisory agreements and custodial documents to execute our investment recommendations in accordance with each Client's objectives and suitability requirements, without the Client's prior approval of each transaction. Under this discretionary authority, Clients allow us to purchase and sell securities and instruments in their account(s), determine the amount of securities to be bought or sold, arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on their behalf in most matters necessary or incidental to the handling of their account, including monitoring certain assets. All transactions in client accounts are made in accordance with the directions and preferences provided to us by our Clients. Clients execute written instructions regarding our trading authority as required by each broker-dealer.

Item 17- Voting Client Securities

FLA does not vote Client proxies and has instructed the custodian to forward all proxy materials directly to each Client. In the event, we do receive a proxy, we forward such materials to the Client or to the Trustees or applicable Advisor (such as for an employee benefit plan covered by ERISA), unless the plan's trust agreement provides otherwise.

Item 18- Financial Information

A. FLA does not require prepayment of fees of more than $1,200 per Client six months or more in advance, therefore disclosures required in this section do not apply to our firm.

B. No one associated with FLA has ever been the subject of a bankruptcy petition.

Item 19- Requirements for State-Registered Advisers

Not applicable.