

Drake & Associates, LLC

Firm Brochure

This brochure provides information about the qualifications and business practices of Drake & Associates, LLC. If you have any questions about the contents of this brochure, please contact us at (513) 562-1671 or by email at: mkronket@keybridgecompliance.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Drake & Associates, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Drake & Associates, LLC's CRD number is: z

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Registration does not imply a certain level of skill or training.

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Item 2: Material Changes

There are the following material changes in this brochure from the last annual updating amendment of Drake & Associates, LLC on 03/15/2022. Material changes relate to Drake & Associates, LLC, practices or conflicts of interests only.

Drake & Associates, LLC has appointed Michael Kronket as Chief Compliance Officer, effective January 2023.

Drake & Associates, LLC has altered its billing practices and now collects fees on a monthly basis.

Drake & Associates, LLC has removed mentions of the PPP loan it received as the firm qualified for loan forgiveness.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Drake & Associates, LLC is a Limited Liability Company organized in the state of Wisconsin.

This firm has been in business since October 1, 2010, and the principal owner is Anthony Samuel Drake.

B. Types of Advisory Services

Drake & Associates, LLC (hereinafter "D&A") offers the following services to advisory clients:

Investment Supervisory Services

D&A offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. D&A takes each client through a risk tolerance, and a fact finder and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

D&A will use portfolios from LSA Portfolio Analytics. LSA designs the portfolios and will give D&A buying signals. All portfolios will be held at TD Ameritrade. D&A evaluates the current investments of each client with respect to their risk tolerance levels and time horizon and then determines which portfolio is appropriate for the client. Risk tolerance levels are documented in the Risk Tolerance Questionnaire, which is given to each client.

Selection of Other Advisers

D&A may direct clients to third party investment advisers. Before selecting other advisers for clients, D&A will verify that all recommended advisers are properly licensed, notice filed, or exempt in the states where D&A is recommending the adviser to clients.

Pension Consulting Services

D&A offers consulting services to pension or other employee benefit plans (including but not limited to 401(k) plans). Pension consulting may include, but is not limited to:

- identifying investment objectives and restrictions
- providing guidance on various assets classes and investment options
- recommending money managers to manage plan assets in ways designed to achieve objectives
- monitoring performance of money managers and investment options and making recommendations for changes
- recommending other service providers, such as custodians, administrators and broker-dealers
- creating a written pension consulting plan

Services Limited to Specific Types of Investments

D&A generally limits its investment advice and/or money management to mutual funds, equities, bonds, fixed income, debt securities, ETFs, real estate, hedge funds, REITs, insurance products including annuities, private placements, and government securities. D&A may use other securities as well to help diversify a portfolio when applicable.

Financial Planning

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; education planning; and debt/credit planning.

C. Client Tailored Services and Client Imposed Restrictions

D&A offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client fact finder and risk tolerance, which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent D&A from properly servicing the client account, or if the restrictions would require D&A to deviate from its standard suite of services, D&A reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. D&A DOES NOT participate in any wrap fee programs.

E. Amounts Under Management

D&A has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$227,171,996	\$0	December 2022

Item 5: Fees and Compensation

A. Fee Schedule

Investment Supervisory Services Fees

Total Assets Under Management	Annual Fee
\$0 - \$499,999	1.50%
\$500,000 - \$999,999	1.25%
\$1,000,000 - \$2,999,999	1.00%
\$3,000,000 - \$4,999,999	0.80%
\$5,000,000 - and above	0.65%

These fees are negotiable depending upon the needs of the client and complexity of the situation. The final fee schedule will be attached as Exhibit II of the Investment Advisory Contract. Fees are paid monthly in advance, and clients may terminate their contracts with five days' written notice. Refunds are given on a prorated basis, based on the number of days remaining in a month at the point of termination. Fees that are collected in advance will be refunded based on the prorated amount of work completed up to the day of termination within the month terminated. The fee refunded will be the balance of the fees collected in advance minus the daily rate* times the number of days in the month up to and including the day of termination. (*The daily rate is calculated by dividing the monthly AUM fee by the number of days in the termination month. Clients may terminate their contracts without penalty, for full

refund, within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with client written authorization.

Selection of Other Advisers Fees

D&A may direct clients to third party investment advisers. D&A will be compensated via a fee share from the advisers to which it directs those clients. The fees shared are negotiable and will not exceed any limit imposed by any regulatory agency. The notice of termination requirement and payment of fees for third-party investment advisers will depend on the specific third-party adviser selected.

D&A may specifically direct clients to Plan Confidence utilizing Pontera's software (formerly FeeX). The annual fee schedule is as follows:

Total Assets	Total Fee
\$0 - \$499,999	1.50%
\$500,000 - \$999,999	1.25%
\$1,000,000 - \$2,999,999	1.00%
\$3,000,000 - \$4,999,999	0.80%
\$5,000,000 and above	0.65%

**If a client is already signed up with PCC will be grandfathered in at the current rate of .50%.*

Pension Consulting Services Fees

The rate for pension consulting services is percentage of the plan assets for which D&A is providing such consulting services. These fees are negotiable.

Financial Planning Fees

Hourly Fees

The hourly fee for these services is \$500 per hour. The fees are negotiable and the final fee schedule will be attached as Exhibit II of the Financial Planning Agreement.

B. Payment of Fees

Payment of Investment Supervisory Fees

Advisory fees are withdrawn directly from the client's accounts with client written authorization. Fees are paid monthly in advance.

Payment of Selection of Other Advisers Fees

Fees are paid monthly in advance.

Fees for selection of Plan Confidence as third-party adviser are withdrawn by Plan Confidence directly from client credit card. D&A then receives its portion of the fees from Plan Confidence; D&A may directly deduct fees from clients non-qualified account with clients permission.

Payment of Pension Consulting Services Fees

Fees are paid via cash, check, or wire. Fees are paid monthly in arrears.

Payment of Financial Planning Fees

Fixed or Hourly Financial Planning fees are paid via credit card, or fees may also be invoiced and billed directly to the client. Fees are paid monthly.

C. Clients Are Responsible For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by D&A. Please see Item 12 of this brochure regarding broker/custodian.

D. Prepayment of Fees

D&A collects fees in advance. Fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination and the total days during the billing period. Fees will be deposited back into client's account within fourteen days.

The fee refunded will be the balance of the fees collected in advance minus the daily rate* times the number of days in the month up to and including the day of termination. (*The daily rate is calculated by dividing the monthly AUM fee by the number of days in the termination month).

E. Outside Compensation For the Sale of Securities to Clients

Several supervised persons of Drake & Associates, LLC are licensed to accept compensation for the sale of insurance products to Drake & Associates, LLC clients. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs. When recommending the sale of insurance products for which the supervised persons receives compensation, Drake & Associates, LLC will document the conflict of interest in the client file and

inform the client of the conflict of interest. Clients always have the right to decide whether to purchase Drake & Associates, LLC-recommended products and, if purchasing, have the right to purchase those products through other brokers or agents that are not affiliated with Drake & Associates, LLC.

Commissions are not Drake & Associates, LLC's primary source of compensation for advisory services. Advisory fees that are charged to clients are not reduced to offset the commissions or markups on insurance products recommended to clients.

F. Recommending Rollovers and Transfers to Drake & Associates

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. Therefore, we operate under a special rule which requires the firm to act in a client's best interest and not put our interests ahead of the client. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations;
- Never put our financial interests ahead of a client when making recommendations;
- Avoid misleading statements about conflicts of interest, fees and investments;
- Follow policies and procedures designed to ensure advice given is in the client's best interest;
- Charge no more than is reasonable for services; and
- Provide basic information about conflicts of interest

You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

- Leaving the funds in your employer's (former employer's) plan;
- moving the funds to a new employer's retirement plan;
- cashing out and taking a taxable distribution from the plan; and/or
- rolling the funds into an IRA rollover account

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney. Our recommendations may

include any of them, depending on what we feel is in your best interest. We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. As a fiduciary, we are required to document the reason(s) for why the recommendation we made is in your best interest.

Item 6: Performance-Based Fees and Side-By-Side Management

D&A does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

D&A generally provides investment advice and/or management supervisory services to the following types of clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals

Minimum Account Size

There is an account minimum, \$250,000, which may be waived by the investment advisor, based on the needs of the client and the complexity of the situation.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

D&A's methods of analysis include charting analysis, fundamental analysis, technical analysis, and cyclical analysis.

Charting analysis involves the use of patterns in performance charts. D&A uses this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Technical analysis involves the analysis of past market data; primarily price and volume.

Cyclical analysis involved the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Investment Strategies

D&A uses short term trading, short sales, margin transactions, and options writing (including covered options, uncovered options, or spreading strategies).

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Charting analysis strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in solely using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns and 2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

Investment Strategies

Short term trading, short sales, margin transactions, and options writing generally hold greater risk and clients should be aware that there is a material risk of loss using any of those strategies.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

D&A generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. However, it will utilize short sales, margin transactions, and options writing. Short sales, margin transactions, and options writing generally hold greater risk of capital loss and clients should be aware that there is a material risk of loss using any of those strategies.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SR) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither D&A nor its representatives are registered as or have pending applications to become a broker/dealer or as representatives of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither D&A nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Several of Drake and Associates, LLC supervised persons are licensed insurance agents in the state of Wisconsin and are affiliated with Loft Financial Advisory Group, LLC. From time to time, they will offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. Drake & Associates, LLC always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of Drake & Associates, LLC in their capacity as an insurance agent.

When annuity products are used, commissions range from 1%-6.5%. These commissions can be greater than annual management fees. Additionally, marketing companies provide additional compensation and services for cumulative sales of annuity products. Insurance companies may also provide additional compensation of 1-2.5% for cumulative sales of their annuity products.

D. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections

D&A may direct clients to third-party investment advisers. D&A will be compensated via a fee share from the advisers to which it directs those clients. The fees shared will not exceed any limit imposed by any regulatory agency. This creates a conflict of interest in that D&A has an incentive to direct clients to the third-party investment advisers that provide D&A with a larger fee split. D&A will always act in the best interests of the client, including when determining which third party investment adviser to recommend to clients. D&A will verify that all recommended advisers are properly licensed, notice filed, or exempt in the states where D&A is recommending the adviser to clients.

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

A. Code of Ethics

We have a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

D&A does not recommend that clients buy or sell any security in which a related person to D&A or D&A has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of D&A may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of D&A to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. D&A will always document any transactions that could be construed as conflicts of interest and will always transact client business before their own when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of D&A may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of D&A to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. D&A will always transact client's transactions before its own when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

The Custodian, TD Ameritrade Institutional, a Division of TD Ameritrade, Inc., member FINRA/SIPC/NFA., was chosen based on their relatively low transaction fees and access to mutual funds and ETFs. D&A will never charge a premium or commission on transactions, beyond the actual cost imposed by Custodian.

1. Research and Other Soft-Dollar Benefits

D&A receives research, products, or services other from its broker-dealer or another third-party in connection with client securities transactions (“soft dollar benefits”). There is no minimum client number or dollar number that D&A must meet in order to receive free research from the custodian or broker/ dealer. There is no incentive for D&A to direct clients to this particular broker-dealer over other broker-dealers who offer the same services. The first consideration when recommending broker/dealers to clients is best execution.

2. Brokerage for Client Referrals

D&A receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

D&A will not allow clients to direct D&A to use a specific broker-dealer to execute transactions. Clients must use D&A recommended custodian (broker-dealer). By requiring clients to use our specific custodian, D&A may be unable to achieve most favorable execution of client transactions and this may cost clients money over using a lower-cost custodian.

B. Aggregating (Block) Trading for Multiple Client Accounts

D&A maintains the ability to block trade purchases across accounts. Block trading may benefit a large group of clients by providing D&A the ability to purchase larger blocks resulting in smaller transaction costs to the client. Declining to block trade can cause more expensive trades for clients.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed at least annually by D&A Investment Adviser Representatives. The level of review will vary depending upon the complexity of the individual client portfolio and any additional services being offered to the client. The reviews will focus on a number of topics including but not limited to asset allocation and account performance.

All financial planning accounts are reviewed upon financial plan creation and plan delivery. There is only one level of review for financial plans, and that is the total review conducted to create the financial plan.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, D&A's services will generally conclude upon delivery of the financial plan.

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least quarterly from the custodian, a written report that details the client's account including assets held and asset value which will come from the custodian.

Each financial planning client will receive the financial plan upon completion.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

D&A receives compensation from third-party advisers to which it directs clients.

D&A participates in the institutional advisor program (the "Program") offered by TD Ameritrade. TD Ameritrade offers to independent investment advisor services which include custody of securities, trade execution, clearance and settlement of transactions. D&A receives some benefits from TD Ameritrade through its participation in the Program.

As part of the Program, D&A may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between D&A's participation in the Program and the investment advice it gives to its clients, although D&A receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services

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

B. Compensation to Non – Advisory Personnel for Client Referrals

D&A does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

D&A, with Client's written authority, has limited custody of client's assets through direct fee deduction of D&A's Fees only. Constructive custody of all client's assets and holdings is maintained primarily at TD Ameritrade Institutional, a Division of TD Ameritrade, Inc., member FINRA/SIPC/NFA. Clients will receive all required account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Item 16: Investment Discretion

For those client accounts where D&A provides ongoing supervision, the client has given D&A written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. Details of this relationship are fully

disclosed to the client before any advisory relationship has commenced. The client provides D&A discretionary authority via a limited power of attorney in the Investment Advisory Contract and in the contract between the client and the custodian.

Item 17: Voting Client Securities (Proxy Voting)

D&A will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

D&A does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Loft Financial Advisory Group LLC, has applied for and received an EIDL loan from the SBA to help offset expenditures due to the COVID-19 impact.

C. Bankruptcy Petitions in Previous Ten Years

D&A has not been the subject of a bankruptcy petition in the last ten years.