

Laurel Wealth Advisors Form CRS Relationship Summary (Form ADV Part III)

As of March 1, 2022

INTRODUCTION

Laurel Wealth Advisors, Inc. ("Laurel Wealth") **is registered with the Securities and Exchange Commission as an investment adviser.** We have been in business since March 2011 and are located at 990 Highland Drive, Suite 205, Solana Beach, CA 92075. We provide investment advisory accounts and services for a fee rather than offering brokerage accounts and services for commission. **Brokerage and investment advisory services and fees differ, and it is important you understand the differences.** This document provides you with a summary of the services we provide and how you pay. Please ask us for more information. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS), the SEC's investor education website, which also provides educational materials about broker-dealers, investment advisers, and investing. (Please view our [Form ADV Part 1, Form ADV Disclosure Brochure](#) filings and our website <https://www.laurelwa.com> for further information on our firm.)

RELATIONSHIPS & SERVICES

What Investment Services & Advice Can You Provide Me?

Description of Services - We offer advisory services to retail investors, including **investment supervisory, financial planning, hourly, and wrap fee program services** as part of our standard services. To open an account, we will discuss your investment goals and will help you design a strategy to strive to achieve those goals. Our investment advisory contract with you controls our services. We are responsible for monitoring retail investors' investments. We offer our clients advice regularly and will contact you by phone, in person, or by e-mail no less than annually to review their portfolio accounts. We will provide you with various account reports periodically *and no less than annually at a minimum*. Your custodian will have custody/possession of your account assets and will provide you with monthly or quarterly account statements and trade confirms showing all activity during the reporting period, as well as the deduction of any fees, expenses, or other charges from your account. We are available for more frequent meetings upon your request. We do not monitor **financial planning services** client accounts and will not contact them to review their portfolio or provide further reports after the delivery of their plan.

We offer two types of investment authority: discretionary and non-discretionary accounts. You can choose a "**discretionary account**" (an account that allows us to buy and sell investments within your account, without asking you in advance), or a "**non-discretionary account**" (an account where we will provide you advice, and you will then decide how to proceed; you will make the ultimate decision concerning the purchase or sale of your investments). **We do not exercise any investment authority in connection with financial plan preparation or 3rd party adviser referral services.** We do not restrict our advice to limited types of products or investments. *Other firms could provide advice on a wider range of choices, some of which might have lower costs.* Our minimum asset requirement for new clients is \$100,000 in household assets. We may make an exception to this requirement at our discretion. There are no minimum account amounts for **financial planning services**. **Investment supervisory services** clients whom we refer to other 3rd Party Advisers will be required to invest the amounts detailed within their Account Agreement with the referred 3rd Party Adviser. You are under no obligation to act upon our recommendation(s). Should you choose to act on any recommendations received, you are under no obligation to effect the transaction through us. If you choose to act on our recommendations, you do not have to place your transactions through our firm. (For additional information, please view our [Form ADV Disclosure Brochure](#), Items 4 & 7.)

Conversation Starters: Ask your financial professional - Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean? Please explain what the abbreviations in your licenses are and what they mean.

Compare Us vs. Typical Brokerage Accounts - You could also open a brokerage account with a broker-dealer ("BD"), where you may pay a transaction-based fee, generally referred to as a commission, when the broker-dealer buys or sells an investment for you. Features of typical brokerage accounts include (1) with a broker-dealer, you may select investments, or the BD may recommend investments for your account, but the ultimate decision for your investments is yours, (2) a BD must act in your best interests and not place its interests ahead of yours when they recommend an investment or an investment strategy involving securities, and the purchase and sale of investments will be yours, (3) when a BD provides any service to you, they must treat you fairly and comply with a number of specific obligations. Unless you and the BD agree otherwise, they are not required to monitor your portfolio or investments on an on-going basis, (4) if you were to pay a transaction-based fee in a brokerage account, the more trades in your account, the more fees the BD may charge you, so it may have an incentive to encourage you to trade often. You can receive advice in either type of account, but you may prefer paying a **transaction-based fee** from a cost perspective if you do not trade often or if you plan to buy and hold investments for longer periods of time. You may prefer paying an **asset-based fee** if you want continuing advice or want someone to make investment decisions for you, even though it may cost you more than a transaction-based fee.

Conversation Starters: Ask your financial professional - Given my financial situation, should I choose an investment advisory service? Why should I choose a brokerage account? Why or why not?

FEES, COSTS, CONFLICTS & STANDARDS OF CONDUCT

What Fees Will I Pay?

Description of Principal Fees & Costs - Fees and costs affect the value of your account over time. The amounts you will pay for our advisory services will depend upon the services you choose and the dollar value of assets, including cash, in your account. Any fees you pay will align with the fee types

we report in our [Form ADV Part 2A Disclosure Brochure](#), Items 4 & 7. (Please also review Items 5.A., B., C, and D, and consider your ERISA 408(b)(2) disclosure, as applicable).

The following describes the fees you will pay for our services - **all fees are negotiable**:

Service Offered	Total Assets Under Management	Annual Fee
Investment Supervisory Services	\$1 - \$500,000	2.50%
	\$500,000 - \$1,000,000	2.20%
	\$1,000,000 - \$5,000,000	1.80%
	\$5,000,000 +	1.60%
	Clients will pay an on-going asset-based fee in advance of each quarter, based on the value of the cash and investments in their advisory account as of the end of the prior quarter. They will pay this fee even if they do not buy, sell, or have account activity, and the amount paid generally will not vary based on the type of investments selected in their account. <i>The minimum advisory fee is 25 basis points per year; fees are negotiable. (Note: Lower fees for comparable services can, at times, be available from other sources.)</i>	
Financial Planning Services (General)	Clients pay either fixed or hourly fees. The fee for a financial plan is based on the facts known at the start of the engagement. <i>Fees range between \$450 and \$10,000, depending upon plan difficulty and involvement. Fees are due before our services start.</i>	
Financial Planning Services (ERISA/Pension Consulting)	Clients will pay a fee range between \$250 and \$5,000. The minimum Pension Consulting fee is \$1,000. Fees are paid in arrears after the end of our service.	
Hourly Services	Client fees are calculated on a flat hourly rate. <i>Fees can be up to \$400 an hour, as agreed upon in advance and listed in their Advisory Agreement. Fees are paid in arrears and are due after the consulting service ends.</i>	
Wrap Fee Program	We sponsor and provide investment management services to a Wrap Fee Program. Under the Liberty Wealth Wrap Fee Program, we charge one asset-based fee for a bundle of services, including management, custodial, trading fees, and reporting and administrative costs. Clients will pay the fees listed in our Wrap Fee Brochure .	

Clients must be aware:

- The amount paid to us generally does not vary based on the type of investments we select on your behalf.
- Typically, the more assets you have in an advisory account, including cash, the more you will pay us. We, therefore, have an incentive to increase the assets in your account to increase our fees, which creates a conflict of interest when we charge on-going asset-based fees for our services.
- Fees will be deducted directly from your account or further detailed in our Form ADV Part 2B Disclosure Brochure and your executed Advisory Agreement.

Description of Other Fees & Costs - **You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time.** *Please make sure you understand what fees and costs you are paying.* The most common fees and costs applicable to our retail investors include fees and charges related to custodial and account maintenance fees, fees related to mutual funds, ETFs, and other transactional and/or product-level fees. Please ask your financial professional to give you more details on what you will pay. *Lower fees for comparable services can, at times, be available from other sources. (For more details on our fees, please see our [Form ADV, Part 2A Brochure](#) Items 4 & 7, and your Advisory Agreement.)*

Conversation Starters: Ask your financial professional - Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What Are Your Legal Obligations to Me When Acting as My Investment Adviser? How Else Does Your Firm Make Money & What Conflicts of Interest Do You Have? **When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. We are held to a fiduciary standard that covers our entire investment advisory relationship with you.** We must abide by certain laws and regulations in our interactions with you. We are required to monitor your portfolio, investment strategy, and investments on an on-going basis. **Our interests can conflict with your interests.** We must eliminate these conflicts or tell you about them in a way you can understand so that you can decide whether to agree to them. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. We do not guarantee your portfolio from loss or guarantee any minimum investment performance for our client's portfolios. Investing in securities involves the risk of loss that you should be prepared to bear; past performance is no assurance of future results. Fees and costs will reduce any amount of money you make on your investments over time. You will pay these fees and costs whether you make money or lose money on your investments.

Conversation Starters: Ask your financial professional - How might your conflicts of interest affect me, and how will you address them?

DISCIPLINARY HISTORY

Do You or Your Financial Professionals Have Legal or Disciplinary History? Yes. Visit www.investor.gov for a free and simple search tool to research our firm and our financial professionals. To report a problem to the SEC, visit the [SEC's Investors Complaint Page](#) or call their toll-free investor assistance line at 800.732.0330. If you have a problem with your investments, investment account, or financial professional, contact us in writing at 990 Highland Drive, Suite 205, Solana Beach, CA 92075.

Conversation Starters: Ask your financial professional - As a financial professional, do you have any disciplinary history?

ADDITIONAL INFORMATION

For More Information On Our Investment Advisory Services, see our [Form ADV Disclosure Brochure](#), on the IAPD system, our website www.laurelwa.com, any Form ADV Part 2B Brochure a financial professional provides, call us at 1.858.459.1101 or e-mail us at info@laurelwa.com.

Conversation Starters: Ask your financial professional - Who is the primary contact person for my account and are they a representative of an investment adviser or broker-dealer? What are their legal obligations to me? If I have concerns about how this person is treating me, who can I talk to?

ITEM 1: COVER PAGE



LAUREL WEALTH ADVISORS, INC.

Form ADV Part 2A - Appendix 1

Wrap Fee Program Brochure
(Firm CRD # 157139 / SEC #801-72334)

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Solana Beach, CA 92075

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Website: www.laurelwa.com

March 1, 2021

This Form ADV Part 2A - Appendix I Brochure (the "Wrap Fee Brochure") provides information about the qualifications and business practices of Laurel Wealth Advisors, Inc., an investment adviser registered with the United States Securities and Exchange Commission. If you have any questions about this brochure's contents, please contact our Chief Compliance Officer, Brian M. Lavoie, directly at 858.459.1101.

This Wrap Fee Brochure's information has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority. Nothing in this document is to be construed as a recommendation or an endorsement by the SEC or any state securities authority or an offer of securities; please refer to the actual investment offering and related legal documentation for complete disclosures. Any reference to or use of the terms "registered investment adviser" or "registered" does not imply that Laurel Wealth Advisors, Inc. or any associated persons have achieved a certain level of skill or training. Investments involve risk, including the possible loss of principal. An adviser's written, and oral communications provide you with information you may use to determine whether to retain their services. As federal and state regulations require, this document is on file with the appropriate regulatory authorities.

Additional information about Laurel Wealth Advisors, Inc. is available on the SEC's website at www.adviserinfo.sec.gov.

*(Click on the link, select "Investment Adviser Firm," and type in the firm's name or CRD #157139.
Results will provide you with all the firm's disclosure brochures.)*

ITEM 2: MATERIAL CHANGES

Updates

Laurel Wealth Advisors, Inc. reviews its Form ADV 2A - Appendix I Wrap Fee Program Brochure at least annually to confirm it remains current. In this item, we are required to summarize only those material changes made to our brochure since our last annual updating amendment. If you are receiving this document for the first time, this section may not be relevant to you. Since our last annual updating amendment of March 30, 2021, we have made the following material changes to this brochure:

ITEM 4: Services, Fees & Compensation

Assets Under Management

As of December 31, 2021, the adviser's assets under management total \$2,383,239,170. The following represents assets under management by account type:

Type of Account	Assets Under Management
Discretionary	\$ 2,053,212,784
Non-Discretionary	\$ 330,026,386
Total	\$ 2,383,239,170

Co-Branded Disclosures

Updated our list of Advisor Representatives with whom we have co-branding arrangements and provided additional language concerning Associate "doing-business-as" ("DBA") and outside business activities.

Disclosures Regarding ERISA & Qualified Accounts

This section was updated to include disclosure information regarding LWA's fiduciary role when providing retirement investment account services. Specifically, guidance from the U.S. Department of Labor (the "DOL") under Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code requires us to inform you that when LWA or its Advisor Representatives provide non-discretionary investment advice or recommendations to you of our advisory program(s) regarding your ERISA retirement plan, participant account or individual retirement account (collectively, the "retirement accounts"), we are considered fiduciaries within the meaning of the above laws governing retirement accounts, as applicable. According to the regulations under such laws, the definition of "fiduciary investment advice" is advice or recommendations about investing in, purchasing or selling securities or other property to a plan, plan participant or IRA owner that is regularly provided for a fee or other compensation, according to a mutual agreement or understanding, individualized to the plan, participant or IRA owner and serves as a primary basis for investment decisions concerning the plan or IRA assets.

Further detail was added to this section regarding options for your existing retirement plan when leaving an employer ("retirement plan rollovers"), ERISA, qualified accounts, and conflicts of interest disclosures.

Fee Schedule Updates

Effective December 15, 2021, we updated our Investment Supervisory Services Annual Fee Schedule as follows:

Investment Supervisory Services Fee Schedule

Total Assets Under Management	Annual Fee*
\$1 - \$500,000	2.50%
\$500,000 - \$1,000,000	2.20%
\$1,000,000 - \$5,000,000	1.80%
\$5,000,000 +	1.60%

*Note: Lower fees for comparable services can, at times, be available from other sources.

Enhancement to ADV Disclosures

In addition, this brochure was amended to include expanded details on our advisory practices and aesthetic and formatting changes. While many edits may not necessarily be material in nature, the enhancements are intended to clarify and better aid clients in understanding the firm's business model, procedures, and services.

Full Brochure Availability

We may, at any time, amend this document to reflect changes in our business practices, policies, procedures, or updates as mandated by securities regulators. Annually and as necessary, due to material changes, we will further provide you with a new brochure without charge. Please retain this for future reference as it contains essential information concerning our advisory services and business.

You can view our current disclosure documents at the SEC's Investment Adviser Public Disclosure ("IAPD") website at <http://www.adviserinfo.sec.gov> by searching either by our firm name or CRD # 157139. The SEC's website also provides information about any affiliated person registered or required to be registered as an Investment Adviser Representative of the firm. You may also request a copy for free by contacting us directly at 858.459.1101.

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ITEM 4: SERVICES, FEES & COMPENSATION

Description of the Advisory Firm

Laurel Wealth Advisors, Inc. ("Laurel Wealth," "LWA," or "the adviser") is a federally registered investment adviser located at 990 Highland Drive, Suite 205, Solana Beach, CA 92075. The firm has been in business since March 2011, organized as a corporation under the laws of the State of Delaware. Laurel Wealth's Principal Owners, Lee A. Tripodi, President, and Mark D. Welsh, Managing Director, undertake all the firm's significant strategic and administrative decisions. *(Please refer to Form ADV Part 2B - Brochure Supplements for additional details of the Principal's formal education and business background.)*

As used in this brochure, the words "we," "our," and "us" refer to Laurel Wealth Advisors, Inc. ("Laurel Wealth," "LWA," or "the adviser") and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. The term Associated Persons (or "Associates") refers to Laurel Wealth's supervised personnel, the officers, employees, and individuals providing investment advice or advisory services on behalf of the firm.

LWA serves as a fiduciary to clients, as defined under the applicable laws and regulations. As a fiduciary, LWA upholds a duty of loyalty, fairness and good faith towards each client and seeks to mitigate potential conflicts of interest.

LWA's relationship with each client is non-exclusive; in other words, LWA provides advisory services to multiple clients. LWA seeks to avoid situations in which one client's interest may conflict with the interest of another of its clients.

LWA's advisory services are made available to clients primarily through its investment professionals - individuals associated with the firm as Investment Advisor Representatives ("Advisor Representatives" or "IARs") who collect financial profile information from the client to recommend specific advisory services or programs. Advisor Representatives provide individually tailored and regular supervisory or management services (as defined by the SEC) based on each client's specified goals, objectives, time horizon, risk tolerance, liquidity needs, investment assets and income ("financial circumstances"). Each advisory relationship at LWA is managed by one or more of these registered Advisor Representatives, who serve as the primary contact point between LWA and the client.

Advisor Representatives are required by applicable rules and policies to obtain licenses and complete training to recommend specific investment products and services. Clients should be aware that their Advisor Representative may or may not recommend certain services, investments, or models depending on the licenses or training obtained; they may transact business or respond to inquiries only in the state(s) in which they are appropriately qualified. *(For more information about the investment professionals providing advisory services, clients should refer to their Advisor Representative's Form ADV 2B Brochure Supplement, a separate disclosure document delivered to them, along with this brochure, before or at the relationship inception. If the client did not receive an ADV 2B Brochure Supplement, they should contact their Advisor Representative or LWA directly.)*

"Co-Branding" Disclosures

LWA offers services through its network of Advisor Representatives. Some Advisor Representatives have other business interests, as described in their Form ADV 2B Brochure Supplement, and may have established their own legal business entities, a "doing business as" ("DBA") firm, whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. The DBA's investment advisory and financial planning products and services are provided through LWA. Other business lines such as brokerage and insurance services and products, provided through their DBA, are provided through other unaffiliated and affiliated firms. Clients should understand that these businesses are the Advisor Representatives' legal entities and not of LWA, the investment adviser. Advisor Representatives are under the supervision of LWA, and the advisory services of the Advisor Representatives are provided through LWA.

LWA presently has co-branding arrangements with the following Advisor Representatives:

- Patrick J. Berry, CONCERT Retirement Plan Consulting, Inc./
- Douglas F. Bradley, Capital Stewardship Group
- Neva C. Bradley, Capital Stewardship Group
- Christopher M. Conner, Strong Valley Wealth & Pension
- Joseph A. Forlenza, Skycity Advisors
- Michael S. Haig, Sterling Global Strategies
- Gregory J. Jackey, Jackey/Robinson Group
- Dustin V. Metcalf, FourC Financial, LLC
- John P. Paladino, Sterling Global Strategies
- Vanessa L. Pearson, Pearson Wealth Management

- Jason W. Rankin, Strong Valley Wealth & Pension
- Beverly W. Robinson, Jackey/Robinson Group
- Eugene D. Stoeckly, Crown Bay Wealth
- Eugene W. ("Gene") Stoeckly, Crown Bay Wealth
- Rick A. Trippel, Strong Valley Wealth & Pension
- Kyle J. Trippel, Strong Valley Wealth & Pension
- Adam T. Tirapelle, Strong Valley Wealth & Pension
- Stuart J. Weissman, Wealth Preservation

Certain Advisor Representatives are associated with unaffiliated SEC-registered broker-dealers, members FINRA/SIPC or have other investment-related outside business activities, of which you should be aware. When acting in this capacity, the Associates are not acting on behalf of LWA concerning the services provided under our Agreement(s) or this Wrap Fee Program. Any compensation earned by these persons in their capacities as employees of unaffiliated companies is separate and in addition to our advisory fees. *(For more information about an Advisor Representative or ones with DBAs, please refer to the particular Advisor Representative's Form ADV 2B Brochure Supplement and see Item 9: Additional Information - Other Financial Industry Activities & Affiliations for further details.)*

LWA's advisory services are designed and aimed to complement each client's specific needs, as described within its written services contract that discloses, in substance, the scope of service, contract term, advisory fee - or formula for computing the fee, amount or manner of calculation of any pre-paid fee to be returned to the client in the event of non-performance or contract termination, and type of discretionary power granted to LWA. Final fee structures are documented within each client's written contract.

Advisor Representatives are restricted to providing the services and fees specified within each client's written contract, subject to the client's listed objectives, limitations, and restrictions. Contracts must be completed and executed to engage in LWA's advisory services. Clients may engage LWA for additional services at any time.

LWA offers the same suite of services to all its clients. However, some clients will require only limited services due to their investments. Limited services are offered at a discounted rate at the adviser's discretion, as detailed herein and defined in each client's written Agreement. LWA does not engage in law and does not provide legal or tax advice, accounting, or bookkeeping services. If requested by the client, LWA may recommend the services of other professionals for implementation purposes. Clients are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from LWA. *(Note: If a client engages any recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.)*

Client Responsibilities

LWA's advisory services depend and rely upon the information received from clients. The adviser cannot adequately perform its obligations and fiduciary duties to its clients unless they disclose an accurate and complete representation of their financial position and investment needs, timely remit requested data or paperwork, provides updates promptly upon changes, and otherwise fulfill their responsibilities under their contract.

Clients will acknowledge and agree to their obligation to promptly notify LWA in writing if any information material to the advisory services to be provided changes, data previously provided that might affect how their account should be managed occurs, or if earlier disclosed details become inaccurate. The client or their successor shall also promptly notify us in writing of the client's dissolution, termination, merger, or bankruptcy if the client is other than a natural person and the occurrence of any other event that might affect the validity of their contract or our authority thereunder. LWA reserves the right to terminate any client engagement where a client has willfully concealed or has refused to provide pertinent information about information material to the advisory services to be provided or individual/financial situations when necessary and appropriate, in its judgment, to provide proper financial advice.

The Wrap Fee Program

LWA offers a Wrap Fee Program as part of its advisory services. This Wrap Fee Program Brochure describes our **wrap fee program services** (the "Laurel Wealth Wrap Fee Program" or "Wrap Fee Program"), an advisory and transaction fee rebate program under which clients receive both LWA's investment supervisory services and the execution of securities brokerage transactions, custody, reporting, and related services for a specified, bundled asset-based fee (the "Wrap Fee") offered by us to existing and new clients, exclusive of specific third-party fees for optional services which are separate and distinct from the fees and expenses charged by LWA and as further described herein.

Wrap Fee Program Sponsor & Portfolio Managers

LWA is the sponsor and investment adviser for its Wrap Fee Program. LWA's Advisor Representatives recommend the Wrap Fee Program and serve as the Portfolio Managers servicing the Wrap Fee Program's managed client accounts (the "managed accounts" or "accounts"), for which LWA will receive management fees and a portion of the fees related to the administrative services from the Wrap Fee Program. LWA's Advisor Representatives (hereafter, the "Portfolio Managers") receive no extra compensation for their clients participating in the Wrap Fee Program; they receive the regular and customer advisory fees, as detailed in each client's executed Wrap Fee Program Advisory Agreement. (See "Wrap Fees - Other Compensation.")

Wrap Fee Program Disclosures

It is essential Wrap Fee Program clients understand the following:

- The benefits under the Wrap Fee Program depend, in part, upon the size of the account, the management fee charged, and the number of transactions likely to be generated in the account.
- Our firm and its Advisor Representatives receive compensation due to your participation in our Wrap Fee Program. This compensation may be more than the amount LWA, or its investment professionals would receive if you paid separately for investment advice, brokerage, and other services. (For example, this type of program may not be suitable for accounts with little trading activity.)
- To evaluate whether our Wrap Fee Program is suitable for you, you should compare our Wrap Fee and any other costs of the Wrap Fee Program with the amounts that other advisers would charge broker-dealers and custodians for advisory fees, brokerage, other execution costs, and custodial services comparable to those provided under the Wrap Fee Program.
- Participating in a Wrap Fee Program may cost you more or less than purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers. Similar services may be obtainable at lower costs on an unbundled basis through other firms.

Accordingly, a conflict of interest exists because we have a financial incentive to recommend LWA's Wrap Fee Program. Receiving a portion of advisory fees creates an incentive for Portfolio Managers to recommend that clients participate in our Wrap Fee Program rather than a non-wrap fee program or over other programs or services where clients pay for trade execution costs over brokerage accounts that charge commissions.

Types of Advisory Services

LWA's investment professionals emphasize continuous personal client contact and interaction in providing the following types of advisory services:

- Investment Supervisory Services
 - ERISA, Retirement, Employee Benefit Plan & Pension Consulting Services
 - Wrap Fee Program Services
- Financial Planning Services
- Hourly Advisory Services
- Third-Party Management Program Services
- Educational Seminars & Workshops Services

A description of each advisory service follows:

Investment Supervisory Services

LWA's **investment supervisory services** offer clients individually tailored investment advice, strategies, and recommendations. Clients will be required to enter into a separate written agreement with us (the contract or "Wrap Fee Program Agreement") that sets forth the terms and conditions of the engagement and describes the scope of service, contract term, advisory fee - or formula for computing the fee, amount or manner of calculation of any pre-paid fee to be returned to the client in the event of non-performance or contract termination, and type of discretionary power granted to LWA.

Wrap Fee Program clients undergo an initial interview, discussion, and due diligence process to outline their current financial situation to allow individualized investment advice. During this process, they will detail their financial goals and provide the information needed to determine acceptable risk tolerance levels, in consideration of but not limited to the following factors: income and liquidity requirements, time horizon, taxes, retirement planning, legacy needs, projected social security, real estate holdings, education funding, and insurance demands. The due diligence process aims to establish reasonable objectives, expectations, and guidelines for the

investment of the client's account assets and aid in selecting an appropriate investment portfolio to match the client's exact circumstances, desired investment structure and permitted account assets.

Each Wrap Fee Program managed account (the "managed account" or "account") is reviewed for qualification and suitability. The Wrap Fee Program participation's annual fee is reflected in the client's executed Wrap Fee Program Agreement, based upon the client's assets' market value under our management. Appropriateness will be determined based solely on the Wrap Fee Program's cost-effectiveness to the client. Contracts must be completed and executed to engage in LWA's advisory services.

LWA is not required to verify the information it receives from clients or a client's other professionals such as attorneys or tax preparers; the adviser is expressly authorized to rely on the information clients make available. The client's Program will then be supervised, and each account's investments directed, subject to the objectives, limitations, and restrictions listed in the client's documentation.

An independent custodian, not LWA, will hold program assets. Clients will retain ownership of the securities and funds in their account (i.e., the ability to withdraw and vote securities, among others). Each client will receive regular account statements/reports, including quarterly statements directly from the custodian, detailing all account activity and formal account reviews annually.

Account Management Style

Managed accounts are offered with discretionary or non-discretionary account management styles. Details of the relationship are disclosed fully before any advisory relationship commences, and clients will select their preferred management style. Complete information for account management style is reflected in each client's executed Agreement.

Under discretionary account management authority, LWA will execute securities transactions for clients without obtaining specific client consent before each transaction. Discretionary authority includes the ability to determine the security to buy or sell, the amount of security to buy or sell, and when to buy or sell without contacting the client. For this type of management style, clients will provide discretionary management style authority via written authorization granting LWA full and exclusive discretion to manage all investments, reinvestments, and other transactions for their account as LWA deems appropriate in furtherance of their investment risk profile and IPS, with such changes as the client and their Portfolio Manager may agree to from time to time (collectively, the "investment guidelines"). The discretionary authority will remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to LWA.

Discretionary authority is limited to investments within a client's managed accounts. Clients will sign a "limited power of attorney" as a stand-alone document or as part of the account opening paperwork through their custodian, and LWA will only be required to maintain or solicit clients' consent for trades made on positions explicitly discussed during the introductory interview, such as inherited stock that the client would like to hold on to for sentimental reasons or as otherwise specified. In all cases, the discretionary authority will be exercised consistent with the stated investment objectives for the particular client account and remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to the adviser.

Some clients may choose to engage LWA to manage securities on a non-discretionary basis. Non-discretionary account management authority requires clients to initiate or pre-approve investment transactions in their accounts before they occur. Clients may decide not to invest in securities or types of securities and may refuse to approve securities transactions.

Under this management style, LWA must receive approval from the client before placing any trades in the client's account. As a result, until LWA reaches the client, no transactions will be placed in the client's account(s). Clients will execute all documents required by LWA or their custodian to establish the account trading authorization, and LWA will recommend and direct the investment and reinvestment of securities, cash, and financial instruments held in the client's accounts as deemed appropriate in furtherance of the client's investment guidelines, with such changes as the client and their Portfolio Manager may agree to from time to time. Similar to discretionary authority, the non-discretionary management will remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to LWA.

If clients object to any investment decision, a mutually agreed-upon decision will be made and documented if necessary. It is always preferred that the client and LWA engage in discussions to resolve any potential opinion differences. However, if the client repeatedly acts inconsistent with the jointly agreed upon investment objectives, LWA reserves the right to cancel the client's Agreement after written notice. Similarly, the client reserves the right to cancel their Agreement according to the Agreement provisions if they so desire.

Restrictions

Clients may, at any time, impose restrictions, in writing, on LWA's discretionary authority in particular securities or security types according to their preferences, values, or beliefs. Clients may also amend/change such limitations by once again providing written

instructions. Reasonable efforts are used to comply with client investment guidelines by standard industry practices. In imposing restrictions, it is essential to note that such conditions can affect a client's account performance and result in variations from a similarly managed account without restrictions. Client imposed account restrictions and variations could result in positive or negative performance differences for their portfolio compared to the investment program's performance composite. Investment structures recommended can also prevent controlling a client's specific outcome. Upon receiving a client's written restrictions, LWA will discuss the restriction request's feasibility to ensure expectations are met and confirm client acknowledgment and understanding of imposed restriction's possible outcomes. If client-imposed restrictions prevent a client's account's proper servicing or require substantial deviations from recommendations, LWA reserves the right to end the client relationship.

In no event and regardless of the advisory service provided is the Adviser obligated to make any investment or enter any transaction it believes in good faith would violate any federal or state law or regulation.

Establishing A Wrap Fee Program Account

To join LWA's Wrap Fee Program, a client will:

1. complete a Client Suitability Profile,
2. complete an Investment Policy Statement ("IPS"), if appropriate for the type of account to be opened, describing the factors noted above, as well as any other factors relevant to the client's specific financial situation, to aid in the selection of a portfolio that matches the client's circumstances. The IPS will establish reasonable expectations, objectives, and guidelines for the client's account assets' investment and set forth an investment structure detailing permitted asset classes and regular allocations for the account, among other criteria. An IPS is not a contract; an IPS is an investment philosophy summary intended to guide the client and the adviser; it is not to be construed as offering any guarantees. *Clients are ultimately responsible for establishing their investment policy,*
3. execute the adviser's Wrap Fee Program Agreement, authorizing the adviser to buy, sell and trade in stocks, bonds, mutual funds, and other securities as deemed appropriate and/or contracts relating to the same, on margin (only if written margin authorization is granted) or otherwise,
4. appoint LWA as their attorney and agent-in-fact with full authority to allocate the assets in their name and for their account,
5. open a brokerage account with the custodian who will maintain their account assets, and provide instructions in furtherance of such authority to the custodian for the account,
6. deposit into their custodial account, assets designated for participation in the Program, and
7. complete any other supporting documentation the Program requires.

(Please Note: Under the Investment Advisers Act of 1940's "Brochure Rule," investment advisors must provide a written disclosure statement to their clients. A copy of LWA's disclosure documents, including the applicable Advisor Representative's Part 2B Brochure Supplement, will be provided to clients at the time of relationship inception. Unless a client has received these important disclosure documents at least 48 hours before signing their Advisory Agreement, they may terminate their Agreement with LWA within five (5) business days of Agreement execution, without incurring any advisory fees. Advisers offering impersonal investment advice paid less than \$500 per year do not have to adhere to the client Brochure Rule.)

Portfolio Management

LWA will rely upon the information provided during the due diligence process to create the framework for what is intended to be a well-diversified asset mix in an ongoing investment strategy to generate acceptable, long-term returns based on the information gathered and the number of assets to be managed on their behalf. The investment strategies used by LWA vary by client, as they are based on their individual circumstances.

The Portfolio Manager assigned to the account will then assist the client in selecting a mutually agreed-upon investment strategy and asset allocation appropriate for the client's specific circumstances and discuss recommendations with the client to confirm suitability for the client's managed account. Once determined, clients are assigned to one of several risk profiles and a specific portfolio strategy based on the information gathered and the amount of assets to be managed on their behalf. The client will authorize LWA to buy, sell and trade in stocks, bonds, mutual funds, and other securities as deemed appropriate and/or contracts relating to the same, on margin - only if written margin authorization is granted or otherwise.

The Portfolio Manager assigned to the client's Wrap Fee Program account will then supervise and direct the account's investments, subject to the objectives, limitations, and restrictions listed in the client's written Wrap Fee Program Agreement and IPS, and each client's account will then be managed based on the client's selected management style, financial situation, stated investment objectives, and any reasonable investment restrictions the client may have imposed.

Once an investment portfolio is constructed, LWA will provide ongoing supervision and rebalancing of the portfolio as changes in market conditions and client circumstances may require. Portfolio Managers are restricted to providing the services and fees specified within each Wrap Fee Program Agreement, subject to the client's listed objectives, limitations, and restrictions. LWA seeks to undertake minimal trading in client accounts to keep transaction fees, other expenses, and tax consequences associated with trading to nominal levels. As account goals and objectives will often change over time, suggestions will be made and applied ongoing as the client and LWA review their financial situation and portfolio through regular contact and annual meetings to determine fluctuations in their financial situation or investment objectives, confirm realistic restrictions on account management, and verify if the client wishes to modify any existing conditions reasonably.

ERISA, Retirement, Employee Benefit Plan & Pension Consulting Services

As part of its investment supervisory services, LWA offers **ERISA, retirement, employee benefit plan and pension consulting services**, wherein the adviser provides investment due diligence, education, and other investment advisory services to clients with employee benefit plans or other retirement accounts (i.e., IRAs) for a level fee. Accounts are established following the investment supervisory services procedures previously described.

Effective December 20, 2021 (or such later date as the U.S. Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are 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. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (*give prudent advice*),
- never put our financial interests ahead of yours when making recommendations (*give loyal advice*),
- avoid misleading statements about conflicts of interest, fees, and investments,
- follow policies and procedures designed to ensure that we provide advice that is in your best interest,
- charge no more than is reasonable for our services, and
- give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice because the assets increase our assets under management and, in turn, our advisory fees. We will only recommend a rollover when we believe it is in your best interest as a fiduciary. Clients must understand the differences between these accounts and decide whether a rollover is best for them.

IRA Account Rollover Considerations

As part of this service, 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 subject to our management, we will charge you an asset-based fee outlined 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 generate fee-based compensation rather than solely based on your needs. You are contractually or otherwise under no obligation to complete the rollover. Moreover, if you complete the rollover, you are under no obligation to have the assets in an IRA managed by LWA.

Many employers permit former employees to keep their retirement assets in their company plan. Further, current employees can sometimes move assets out of their company plan before retiring or changing jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should carefully consider the costs and benefits of:

1. leaving the funds in your employer's/former employer's plan,
2. moving the funds to a new employer's retirement plan,
3. cashing out and taking a taxable distribution from the plan, and
4. rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages. Before making a change, we encourage you to speak with your CPA or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage, the following are additional points for consideration before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might wish to consider other investment types.
 - Employer retirement plans generally have a more limited investment menu than IRAs.
 - Employer retirement plans may have unique investment options not available to the public, such as employer securities or previously closed funds.
2. Your current plan may have lower fees than our fees.
 - If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 - You should understand the various products and services you might take advantage of at an IRA provider and the potential costs.
3. Our strategy may have a higher risk than your plan's option(s).
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 72.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 - Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have mainly been protected from creditors in bankruptcies. However, there can be some exceptions to the usual rules, so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed at any time; however, distributions are subject to ordinary income tax and may be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses, or a home purchase.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

General Disclosure Regarding ERISA, Retirement & Other Qualified Accounts

If an advisory account is subject to the provisions of ERISA or specific tax-deferred treatment under the Internal Revenue Code (collectively, "Qualified Accounts"), LWA and its Advisor Representatives who act as fiduciary by providing investment advice for such Qualified Accounts are generally prohibited from receiving both an advisory fee and any transaction-based compensation unless in compliance with applicable prohibited transaction exemptions under ERISA or the IRC or authorized by the U.S. Department of Labor.

Clients will represent that the Qualified Account and any instructions regarding the Qualified Account are consistent with applicable plan documents, including any investment policies, guidelines, or restrictions. They will provide us with a copy of all relevant documents and agree that their selected advisory program is consistent with those documents. And will notify us, promptly in writing, of any changes to any of the plan's investment policies, guidelines, restrictions, or other plan documents about investments by the plan. If the assets in the Qualified Account constitute only a part of their plan assets, they will provide us with documentation of any of the plan's investment guidelines or policies that affect the Qualified Account. The compliance of any recommendation or investment LWA's Portfolio Manager makes for the Qualified Account with any such investment guidelines, policies, or restrictions shall only be determined on the date of the recommendation or purchase. The client is responsible for providing us prompt written notice if any investments made for the Qualified Account are inconsistent with such guidelines, policies, restrictions, or instructions.

Clients understand that our services shall not affect plan assets that are not held in the Qualified Account and that LWA shall have no responsibility for such other assets. LWA is not responsible for plan administration or performing other duties not expressly outlined in the Advisory Agreement. Further, it is the client's responsibility to obtain and maintain (at their own expense) any insurance or bonds they deem necessary to cover themselves and any of their affiliates, officers, directors, employees, and agents in connection with their Wrap Fee Program Agreement.

Financial Planning Services

LWA offers broad-based personal **financial planning and consulting services** for either a fixed or hourly fee, differentiated by the scope and depth of the areas to be addressed, analysis complexity, recommendations developed, deliverables created, and presentation. LWA may provide such services through a one-time or annual engagement.

Financial planning and consulting will typically involve supplying several services to clients, principally advisory, regarding the management of their financial resources based upon an analysis of their unique needs. To the extent requested by the client, financial planning advice may be rendered in business planning, retirement planning, personal tax and cash flow forecasting, estate, charitable, insurance and college planning, and compensation and benefits planning, among others. A total time/cost estimate will be determined to participate in this service, during or after the initial consultation and before any services commence, and the client will execute a Financial Planning Agreement setting forth the terms and conditions of the engagement, scope of services to be provided and the fees due. The final fee structure will be documented within the executed client contract.

The process typically begins with an initial complimentary consultation to gather pertinent information about the client's personal and financial circumstances and objectives. Financial planning clients may also be required to complete an investment-related questionnaire as part of the information-gathering process. Once all information has been gathered, studied, and analyzed, a written financial plan – designed to strive to best achieve the client's expressed financial goals and objectives – will be produced and presented.

Depending on the scope of the assignment and the complexity of the planning to be performed or advice to be given, financial planning services can take approximately one week to two months. Financial plans are based on the client's financial situation when the plan is presented and the financial information disclosed by the client to LWA. Since financial planning is a discovery process, situations occur wherein the client is unaware of specific financial exposures or predicaments. If the client's case is substantially different than disclosed at the initial meeting, a revised fee will be provided for agreement. When a fee increase is necessary, the client must approve and agree to the scope change before any additional work is performed. In such cases, we will notify the client to obtain this approval.

Financial planning engagements terminate upon delivery of the written plan. Additional reviews may be conducted upon request, and written updates to the financial plan may be provided in conjunction with the review. Updates to financial plans may be subject to our then-current hourly rate, which the client must approve in writing and in advance of the update.

As the client's financial situation, goals, objectives, or needs change, as with all LWA advisory services, the expectation is they will promptly notify LWA in writing of any material differences it would not otherwise know that might affect the validity of their Agreement. LWA will conduct follow-up interviews to review and collect financial data.

Financial planning services may be the only service provided to the client. Executing an Agreement neither constitutes an agreement for nor requires that the client use or purchase investment advisory or other services offered by LWA. LWA will not have investment authority when offering financial planning consulting services, and the services do not include implementing or monitoring any recommendations provided. Specific investment recommendations are considered part of the relationship implementation phase and are only available through ongoing investment management and supervisory services advisory relationships. If tax or legal services are necessary, the client's responsibility is to obtain them from one or more third parties.

Please note that LWA and the client have a conflict in offering financial planning. LWA's clients are under no obligation to act upon any recommendations received. Further, if they elect to act on any recommendations received, they are under no obligation to implement the financial plan through LWA or any suggested third party. The client retains absolute discretion over all such implementation decisions and is free to accept or reject LWA's recommendations. LWA does not represent that these products or services are offered at the lowest available cost - clients may be able to obtain the same products or services at a lower price from other providers. Clients should consult their Agreement for complete details.

Third-Party Management Program Services

As part of its investment management and supervisory services, LWA retains the ability to select, recommend, and provide access – after appropriate due diligence – to independent third-party manager (“TPM” or “the manager”) sub-advisers (“managers”) from the group of managers participating in its **third-party management program services** with whom LWA has entered an agreement to make their services available as a sub-advisers, to guide and/or administer clients' accounts (the “TPM Program”).

LWA makes every reasonable attempt to ensure that any referred manager the firm selects or recommends to clients is properly licensed or exempt from registration. To help the client select a third-party investment manager, LWA will typically gather information

about the client's financial situation, investment objectives, and reasonable restrictions the client may wish to impose on their account management. LWA will not offer advice on any specific securities or other investments regarding this service. Clients can also contact the third-party manager directly managing the account or sponsoring the program. *Clients are expected to notify LWA of any changes in their financial situation, investment objectives, or account restrictions.* LWA will also periodically review reports provided to the client. As agreed, Advisor Representatives will occasionally contact the client, discuss their financial situation and objectives, communicate information to the third-party manager as warranted, and help the client understand and evaluate their services.

LWA will refer only those individuals or entities suitable for its TPM Program services. In making referrals, LWA's role is to verify that clients are appropriate to become TPM clients, determine if the potential referred client has assets to invest in, and confirm they have a minimum understanding of financial investing. LWA will assist clients in understanding the referred manager's contract (the "Program Agreement"), help them complete their investor profile to aid the manager in determining the appropriate allocation strategy for their account, and assist with any questions the client may have the referred manager or Program. LWA will also review the Program reports provided to the client, contact the client periodically to discuss their financial situation and objectives, communicate information to the referred manager as warranted, and assist them in understanding and evaluating the ongoing services provided by their TPM.

Clients will receive full disclosure at the time of TPM Program referral that includes detailed information on the TPM's services offered, fees to be charged, and other pertinent disclosures by delivery of a copy of the relevant manager's Form ADV Part 2 or equivalent disclosure documents. The client will sign an acknowledgment confirming their receipt of copies of all material operative documentation and disclosures detailing the nature of the relationship, compensation to LWA, and other general terms of the referred TPM Program.

Clients wishing to engage in this type of service will execute two (2) advisory account management agreements. The first is their contract with LWA, and the second is an additional but separate advisory agreement (the "Program Agreement") with their referred manager. LWA will not hold discretion over Program accounts, make investment decisions, trade accounts in aggregation, or incur trade errors in such portfolios. The referred TPM with whom the client opens their Program Agreement account will maintain responsibility for these items, provide all investment advice to the client, and bear fiduciary responsibility. The Program Agreement and the client investment profile will dictate specific account management, authority, and any limitations between the client and their TPM to select a portfolio that matches their desired investment plan. The TPM will observe the client's arrangements in the executed Program Agreement for exact account management and implementation.

Because the information clients disclose in their investor profile will help determine their recommended allocation strategy, each client is responsible for communicating to their TPM and LWA all substantive changes in their financial circumstances, investment objectives, or other information considered material to the advisory relationship promptly and as they occur.

According to the Program Agreement, custody of client assets will be held with the TPM's independent and separate qualified custodian, who will take possession of the cash, securities, and other assets within the client's TPM Program account. According to the referred manager's review parameters, the TPM will review client accounts within the context of the client's stated investment objectives and guidelines. The client's investor profile will determine any adjustments made. Clients should refer to their Program Agreement for complete details.

LWA does not maintain the authority to accept any client on behalf of any referred TPM, and the referred managers do not have a responsibility to accept any prospective investor - and possible future client referred to them by LWA. Each TPM retains the right to reject any referred client for any reason or no reason at all. In selecting a TPM Program manager, the client is responsible for understanding the fee and Program Agreement they are executing with the referred manager. TPM Program managers are subject to review by LWA's standards for inclusion and subject to future change from time to time. Please contact LWA directly for its current list of TPM Program managers.

Clients should review all applicable disclosure brochures before participating in any TPM Program.

LWA receives compensation from the third-party advisers, who we recommend that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the TPM. Clients are not obligated, contractually or otherwise, to use the services of any referred advisor we recommend. We do not have any other business relationships with the recommended TPMs.

Hourly Advisory Services

Hourly advisory services are available for clients who need advice on a limited scope of work. Based on a flat fee defined in each client's Advisory Agreement, limited services are offered at a discounted rate.

Educational Seminars & Workshops Services

LWA provides complimentary investment **educational seminars and workshop services** on an "as-announced" basis for groups seeking general instruction on investments and other personal finance areas. Seminar and workshop content will vary depending upon the attendees' needs and are purely educational – they do not involve selling any investment products. The information presented will not be based on any particular individual's needs. LWA does not provide personalized investment advice to attendees during such events. LWA will only provide investment advice if engaged independently and only where the attendee's individualized financial information, investment goals, and objectives are known. Any materials provided are for general educational purposes and do not deliver specific accounting, investment, legal, tax, or professional advice. Attendees have no obligation to schedule a consultation, purchase services from LWA, or become clients.

Wrap Fees & Other Compensation

When a client decides to participate in any of the programs described above, LWA charges a fee (the "Wrap Fee") consisting of an annual advisory and Wrap Fee Program fee. Clients are not charged separate fees for the different components of the services provided by the Wrap Fee Program. The Wrap Fee includes the fees paid for the wrap fee program custodian's transaction and/or execution costs and the Portfolio Manager for managing the account. Specifically, under the Wrap Fee Program, LWA will pay all trade expenses for the trades placed on the client's behalf - the Portfolio Managers will absorb the trade fee transaction costs for their clients, and the client's account assets will be included in the fee assessment unless identified explicitly writing for exclusion. The Portfolio Manager will pay trade transaction costs for clients with lower transaction volumes.

For those clients where it is suitable to have higher transaction volumes, the Portfolio Managers pay the brokerage services custodian eight basis points (with a minimum of \$250) based on the management assets.

The annual fee for Wrap Fee Program participation depends on the client's assets' market value under our management. Advisor Representatives will set the annual advisory fee component of the Wrap Fee for the Wrap Fee Program services, so long as the maximum advisory fee does not exceed the limits of the Fee Schedules indicated herein. Various factors are considered in determining what level of advisory fee to charge, including but not limited to the nature and size of the overall client relationship with LWA, the size of the Wrap Fee Program account, and/or the type of advisory products or services likely to be provided through LWA. Final fee structures are documented within the written Wrap Fee Program Agreement.

The maximum advisory fee for LWA's Wrap Fee Program is 2.50%.

Fee Negotiation Availability

Under certain circumstances, all advisory fees are negotiable up to the maximum annual rates listed herein, subject to certain limitations and approval by LWA. The adviser, in its sole discretion, may charge lesser fees or choose to reduce or waive minimum fees for services based upon specific criteria such as a pre-existing financial planning client, anticipated future earning capacity, expected additional assets, the amount of client assets under management, related accounts, account composition and client negotiations among others. Many clients maintain "household" accounts, in which multiple accounts for an individual or members of a family are managed jointly to maximize efficiencies. At LWA's discretion, certain accounts for members of a client's family or otherwise may be assessed fees based on the total balance of all accounts. *(For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, resulting in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.)*

LWA will only accept clients with less than the minimum portfolio size if, in the adviser's sole opinion, the smaller portfolio size will not cause a substantial increase of investment risk beyond the client's identified risk tolerance.

According to the selected advisory services, final fee structures will be reflected in each client's written Wrap Fee Program Agreement. As previously noted, LWA believes that the charges and fees offered are competitive with alternative programs available through other firms that may provide a similar range of services; however, lower fees for comparable services, at times, may be available from other sources. While the adviser seeks to facilitate advantageous agreements for clients, to the extent fees are negotiable, some clients may pay higher (more) or lower fees (less) than other clients for services depending on factors such as account total assets under management, the number of related investment accounts, inception date, or other considerations, than if they had contracted directly with another provider.

In all cases, clients are responsible for any tax liabilities that result from any transactions. Regardless of fee negotiation availability, under no circumstances will a client be required to pre-pay an LWA advisory fee more than six months in advance, in excess of \$1,200.

Legacy Fees

Since LWA began providing investment management services, it has had other legacy advisory fee schedules, which can differ from those described below. As new advisory fee schedules are put into effect, they are applicable only to new clients, and existing clients' fees are not affected. Therefore, some existing clients pay different advisory fees than shown below.

A detailed description of the Wrap Fee Program services fees follows:

Investment Supervisory Services Fees

The following are the **investment supervisory services** fees charged annually for the Wrap Fee Program. The minimum advisory fee of 25 basis points per year, which we reserve the right to waive at our sole discretion. The minimum household fee is \$2,500 (equivalent \$167,000 AUM). Trading costs are covered by the firm (transactions or wrap). Under certain circumstances, fees are negotiable up to the maximum annual rates listed below:

Laurel Wealth Wrap Fee Program
Investment Supervisory Services Fee Schedule

Total Assets Under Management	Annual Fee*
\$1 - \$500,000	2.50%
\$500,000 - \$1,000,000	2.20%
\$1,000,000 - \$5,000,000	1.80%
\$5,000,000 +	1.60%

*Note: Lower fees for comparable services can, at times, be available from other sources.

LWA may, in its sole discretion, change any fee amount upon thirty days written notice to the client; no increase in any fee shall be effective without prior written notification to the client. Clients may accept a Wrap Fee Program change or close their accounts according to their preference. (See *Fee Negotiation Availability*, following.)

Fee Billing & Payment

LWA's annual **investment supervisory services** fees are paid monthly in arrears or quarterly in advance, based on a percentage of assets under management as of the last day of the preceding quarter. If the portfolio management agreement is executed other than the first day of a calendar quarter, fees will apply on a pro-rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Clients will choose how they wish to be billed and indicate their fee billing and payment preference on their advisory services Agreement. They may have their fees directly debited from the account held at their custodian of record or billed and paid by check within fifteen (15) days of invoice receipt. LWA will not have access to client funds for fees without written client consent.

Clients who wish to have their fees directly debited will authorize LWA in writing to deduct any advisory fees due from their custodial account directly and provide their custodian with authorization to deduct such amounts when due and remit them straight to LWA. The qualified custodian will make payment for management fees holding the client's funds and securities. LWA will calculate the advisory fees due based on the terms of the client's Agreement with LWA. The account custodian does not verify the accuracy of LWA's advisory fee calculation. Upon receipt of LWA's instructions, the qualified custodian will automatically deduct and pay to LWA from the client's account the fee amount due at the quarter's end, regardless of the portfolio's market performance during the preceding quarter. (Please note that when authorized by the client to debit advisory fees from client accounts, LWA is deemed to have custody of client assets to the extent the Adviser is permitted to instruct custodians to deduct advisory fees due.)

Clients who wish to be billed by LWA for their advisory services fees will authorize this form of payment in writing on their advisory Agreement and request that LWA invoices them directly quarterly for any fees due. Clients will then make their fee payments to LWA by separate check within fifteen (15) days of invoice receipt. Under no circumstance will any LWA advisory fees be deducted from amounts they hold within their custodial account(s). Clients should refer to their Advisory Agreement for more detail.

As noted previously, clients should be aware that the Wrap Fee charged by LWA may be higher (or lower) than those charged by others in the industry and that it may be possible to obtain the same or similar services from other firms at lower (or higher) rates. A client may be able to obtain some or all of the types of services available through our firm's wrap fee program on an individual basis through other firms and, depending on the circumstances, the aggregate of any separately paid fees may be lower or higher than the annual fees shown above.

Additions, Withdrawals & Terminations

Additions, withdrawals, and terminations to investment management and supervisory services client accounts are governed by the Agreement the client signs directly with LWA.

Clients may make additions to their accounts at any time in cash or securities. LWA reserves the right to liquidate any transferred securities or decline to accept particular securities into the client's account. If LWA liquidates transferred securities, clients may be subject to additional fees such as transaction fees, other fees assessed at the mutual fund level, contingent deferred sales charges and tax ramifications.

Clients may make withdrawals from their LWA accounts at any time in cash or securities. Withdrawals are subject to the usual and customary securities settlement procedures. Additionally, if the client transfers their account to another firm, they may pay an outgoing account transfer fee, assessed by their custodian. However, we design our portfolios as long-term investments, and asset withdrawals may impair the achievement of your specific investment objectives. We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any conflicting information between our invoice and the statement(s) you receive from the qualified custodian, call our main office number on the cover page of this brochure.

Terminations can be made to LWA Agreements by written notice without penalty within five (5) business days after the Agreement execution date. After that, the contracts between LWA and the client will be terminated according to the Agreement's provisions. Either party may terminate the Agreement without penalty upon 30 days written notice to the other party. (A "business day" shall be any day when the New York Stock Exchange is open for trading.)

Terminations become effective on receipt of such notice and will not affect:

- the validity of any action previously taken by Adviser under the Agreement,
- liabilities or obligations of the parties from transactions initiated before termination of the Agreement, or
- the client's responsibility to pay management and other fees due, pro-rated through the termination date.

Upon termination, the annual services fee will be pro-rated through the termination date. At termination, after the prior full billing quarter, the portfolio value will be used as the basis for the fee computation, adjusted for the number of days during the billing quarter before termination. Any pre-paid, unearned fees will be promptly refunded to the client on this pro-rata basis based on the termination date. If the client is a natural person, the client's death, disability, or incompetency will not terminate or change the terms of an Agreement. However, the client's executor, guardian, attorney-in-fact, or another authorized representative may terminate the client's Agreement by providing written notice to LWA. Before termination, all directions given or actions taken or omitted by LWA before the effective termination shall be binding upon the client and any successor or legal representative. Upon the termination of the agreement, LWA will not possess any obligation to recommend or take any action concerning the securities, cash, or other investments in a client's account and will no longer be entitled to receive fees from the termination date.

Upon custodial account termination, the custodian will deliver the securities and funds held in the account per the client's instructions unless directed to liquidate the account. After termination, any transactions will be processed at the prevailing brokerage rates/fees, and the client will become responsible for monitoring their assets. Clients should refer to their Wrap Fee Program Agreement for complete details.

ERISA, Retirement, Employee Benefit Plan, Fixed & Pension Consulting Services

LWA's investment supervisory services fees for **ERISA, retirement, employee benefit plan, fixed and pension consulting services** are assessed according to the preceding fee schedule. Fixed pension consulting services fees are as indicated below, negotiable and typically require a minimum charge of \$1,000; however, they can vary between \$250 and \$5,000, depending on the situation's complexity.

Laurel Wealth Wrap Fee Program
ERISA, Retirement, Employee Benefit Plan, Fixed & Pension Consulting Services Fee Schedule

Total Assets Under Management	Annual Fee*
< \$500,000	Up To 1.00 %
To \$1,000,000	Up To 0.75 %
To \$2,000,000	Up To 0.50 %
To \$10,000,000	Up To 0.25 %
Over \$10,000,000	Up To 0.15 %

*Lower fees for comparable services can, at times, be available from other sources.

According to the client's Agreement, fees are paid in advance or arrears. Upon service completion, clients may have their fees directly debited from the account held at their custodian of record or billed and paid by check within fifteen (15) days of invoice receipt. Because fees are paid in arrears, no refund is necessary if an account is terminated. Clients should refer to their Wrap Fee Program Agreement for more information.

Financial Planning Services Fees

Financial planning services fees can be based on a fixed or hourly fee. The fee for a financial plan is predicated upon the facts known at the start of the engagement, as agreed upon before services commence. Financial planning fees can vary between \$450 and \$10,000, depending upon the plan's involvement. Fees are negotiable; rates will be agreed upon before engagement and are due at engagement.

Fees can be paid via check or debited directly from the client's custodial account. Clients should refer to their Advisory Agreement for more detail. Fees over \$5,000 require Principal review and approval.

Since financial planning is a discovery process, situations occur wherein the client is unaware of specific financial exposures or predicaments. Ultimately, financial planning fees will be determined at the discretion of the Advisor Representative assigned to the account, based on the required resources and complexity of the plan. If the client's situation differs substantially from the initial meeting, a revised fee will be provided for review and agreement. When a fee increase is necessary, the client must approve and agree to the scope change in advance of any additional work performed. After delivering a financial plan, future face-to-face meetings may be scheduled as necessary for up to one (1) month. After that, follow-on implementation work is billed separately at \$400 per hour. If a client requests a specific hourly financial planning consultation, the entire fee will be payable upon completing the consulting service.

Alternatively, LWA may require the client to pay an initial retainer of 50% of the estimated financial planning fee before any services are rendered. The remaining balance is payable upon completion of the contracted services. *However, under no circumstance will a client be required to pre-pay a fee more than six months in advance and in excess of \$1,200.* Clients should refer to their Agreement for complete details.

LWA reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in the adviser's judgment, to provide proper financial advice.

Hourly Services Fees

Hourly advisory services fees are billed as a flat fee, up to \$400 an hour, as defined in each client's Advisory Agreement. Fees are paid in arrears, due upon completion of the consulting service and can be paid by direct debit from the account held at their custodian of record or billed and paid by check within fifteen (15) days of invoice receipt. Clients should refer to their Agreement for more detail.

Third-Party Management Program Services Fees

LWA's fees for **third-party management program services** investment portfolios are based on a percentage of assets managed within the client's TPM Program account. According to the manager's separate Program Agreement, TPM Program fees are billed and payable quarterly in advance or in arrears according to the TPM's Program Agreement. LWA does not participate in the TPM advisory fee calculation or deduction process.

LWA will be compensated via a fee share from the advisers to which it refers those clients, and the relationship will be disclosed in the contract between LWA and each third-party adviser. The fees shared will not exceed the limits imposed by any regulatory agency. LWA's portion of the total management fee represents the maximum fee it may earn under these services. Final fee structures will be designated within the client's TPM Program Agreement.

It is important to note that the client's TPM Program manager can charge fees in addition to the fee schedule disclosed herein and will typically reserve the right to reduce or waive their fee at their sole discretion. TPM Program clients should review all applicable disclosure brochures before participating in any TPM Program. Fees and other similar charges are incurred in client account transactions; additional costs and expenses can be charged by investments within the portfolio's model(s). Such fees will be paid out of the client's account assets and are *in addition to* the fees clients pay to LWA and any third-party referred managers. LWA does not receive any portion of the separate commission fees or costs associated with TPM Program client accounts. Clients should refer to their TPM Program Agreement for complete details.

Educational Seminars & Workshop Fees

Educational seminars and workshops are provided free of charge.

Portfolio Manager Other Compensation

LWA compensates an Advisor Representative with clients in the Program for providing investment advisory and related services. This compensation varies and may be more than what the Advisor Representative would receive if paid separately for investment advice and such other services. Accordingly, Advisor Representatives have a financial incentive to recommend a Program over other investment advisory services provided by LWA. *(For additional information regarding this conflict, please speak with your Advisor Representative and see Item 6, Portfolio Manager Selection and Evaluation, Related Persons & Supervised Persons.)*

Additional Fees & Expenses

The Wrap Fee includes the costs of brokerage commissions for transactions executed through the qualified custodian (or a broker-dealer designated by the qualified custodian) and charges relating to the settlement, clearance, or custody of securities in the account.

Clients should note that LWA's fees are exclusive of bank or custodial fees, brokerage commissions, and other related costs and expenses a client may incur. Unless otherwise noted on the Agreement, clients are responsible for paying all applicable third-party fees, including but not limited to ACAT fees, commissions, dealer profits, custodial fees, regulatory fees, trading charges for odd-lot differentials, fixed income, or other transactional costs, liquidation fees, margin interest, mark-ups, mark-downs, electronic fund or wire transfer fees, execution costs charged by broker-dealers or custodians other than LWA's preferred custodian, which are separate and distinct from the fees and expenses charged by LWA, and other costs and taxes on brokerage accounts and securities transactions. A third party can also impose fees for particular services elected by their clients, such as certificate delivery, American Depositary Receipts ("ADRs"), and transfer taxes mandated by law. Portfolios can also include transactions in foreign securities and execution on foreign stock exchanges, resulting in foreign or other transaction expenses.

Additionally, all pooled investment vehicles, including mutual funds, ETFs, MLPs, REITs, UITs and hedge funds, have their own internal operating fees and expenses that clients must pay. These fees and expenses are disclosed in each security's offering documents and vary considerably. They will often include administrative fees, operating expenses, management fees, redemption fees, concessions and other fees and expenses and increase the expense ratio of the security. Clients are encouraged to review all documentation provided by those managers and issuers for details regarding their practices. These fees are in addition to the fees charged by LWA.

Mutual funds and exchange-traded funds can also charge fees. Mutual funds pay advisory fees to their managers, which are indirectly charged to all mutual fund shareholders. If clients have mutual funds in their portfolio, they will pay the adviser and any third-party manager, custodian, and mutual fund manager to manage their assets and other fund expenses paid by the fund's shareholders. Mutual fund shares held in client accounts may be subject to 12b-1 fees, short-term redemption fees, and various other fund annual expenses. No-load or load waived mutual funds used in client portfolios would not have initial or deferred sales charges; however, if a fund that imposes sales charges is selected, the client may pay an initial or deferred sales charge. Non-advisory accounts typically have upfront or back-end charges. Each fund's prospectus fully describes these fees and costs. If clients transfer in particular share classes of mutual funds and liquidate the shares after transfer to LWA, those shares can incur Contingent Deferred Sales Charges ("CDSCs") from the mutual fund company if they are within the CDSC holding period.

LWA ventures to use the lowest cost share class available to the client. Many mutual fund companies have offered newer, lower-cost share classes available to fee-paying advisory clients in recent years. LWA periodically reviews its holdings to convert higher-cost shares to lower-cost shares and strives to offer clients the lowest eligible share class. Even so, LWA cannot ensure that all clients will hold the lowest cost shares at any given time. As a client could invest in a mutual fund or investment partnership directly, without the services of LWA, they should carefully review each investment's prospectus for complete details and the factors determining costs and service calculations and the applicable program fee charged by the adviser to evaluate the advisory services being provided fully and understand the total amount of fees to be paid by them. Factors for consideration should also include the amount, type(s), transaction charges, the range of advisory services, and the ancillary charges of each service. Further, LWA offers funds or share classes of funds that a client might not be qualified to purchase outside of LWA. Other funds or share classes can be available directly from the fund company or other financial service providers.

Many direct investments are alternative investments that often incur higher costs than traditional securities such as equities, mutual funds, and ETFs. Other securities, such as hedge funds and private equity funds, can also charge incentive or performance fees. LWA encourages all clients to closely review the offering documents for all such investments and consider the aggregate costs.

Clients may also incur "account termination fees" upon transferring an account from one brokerage firm (broker-dealer/custodian) to another. These account termination fees can range significantly from a nominal fee to several hundred dollars but can be much higher. Clients should contact their account custodian to determine the amount of account termination fees charged and deducted from their accounts for any existing accounts that may be transferred.

A schedule of such charges for accounts custodied at our preferred custodian is provided to clients at account inception and available any time by request to the Advisor Representative assigned to the account. Pursuant to client Agreements, securities in client accounts may be liquidated to cover unpaid fees. If there is little or no trading activity in an account, the Wrap Fee Program Fee will cost more than the commission charges the client would have incurred if the account were non-managed. Clients should contact us with any questions about particular products. All fees paid to LWA for advisory services are separate and distinct from the above-described costs and expenses. LWA does not receive any portion of these fees or commissions; they are exclusive of and in addition to the adviser's fee.

LWA believes that the charges and fees offered within its program are competitive with alternative programs available through other firms offering a similar range of services; however, lower fees for comparable services may be available from other sources.

Accepting payment for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds, presents a conflict of interest and can give Advisor Representatives an incentive to recommend investment products based on the compensation received than on a client's needs. LWA mitigates this conflict by placing client interests ahead of the firm and its Associates. Clients can always purchase recommended investment products through other brokers or agents not affiliated with LWA. Additional details of how LWA mitigates conflicts of interest can be found in the firm's comprehensive Code of Ethics document, which is available for review for free upon request. Clients are encouraged to speak with their Portfolio Manager directly about any questions about this topic.

Brokerage Practices

If you participate in the Wrap Fee Program, you will be required to establish an account with our preferred custodian, Charles Schwab & Co., Inc. Institutional ("Schwab"), a FINRA-registered broker-dealer and member SIPC, who maintains custody of the Wrap Fee Program client funds and securities, collects interest and dividends and performs the usual and customary execution and custodial services such as sending clients confirmation of each transaction in their account(s) and sending account statements reflecting activity in the client's account at least quarterly. LWA directs Wrap Fee Program clients to Schwab and sends its trades to Schwab as the Wrap Fee Program's broker-dealer.

The client will authorize the adviser to provide these instructions to Schwab to further their respective services under the Wrap Fee Program's Agreement. If you do not direct our firm to execute transactions through our preferred broker/dealer and custodian, we reserve the right not to accept your account. Not all advisers require their clients to direct brokerage. Since you are required to use Schwab for our Wrap Fee Program, we may be unable to achieve the most favorable execution of your transactions. We believe our preferred custodian provides quality execution services based on several factors, including, but not limited to, the ability to provide professional services, reputation, experience and financial stability. Our selection of custodians is based on many factors, including the level of services provided, the custodian's financial stability, and the cost of services provided by the custodian to our clients, including the yield on cash sweep choices, commissions, custody fees and other fees or expenses.

Research & Other Soft Dollar Benefits

In selecting or recommending a broker-dealer, we will consider the value of research and additional brokerage products and services a broker-dealer has provided or will provide to our clients and our firm. Receipt of these additional brokerage products and services are considered to have been paid for with "soft dollars." Because such services could be considered to benefit our firm, we have a conflict of interest in directing your brokerage business. We could receive benefits by selecting a particular broker-dealer to execute your transactions, and the transaction compensation charged by that broker-dealer might not be the lowest compensation we might otherwise be able to negotiate.

Products and services that we may receive from broker-dealers may consist of research data and analyses, financial publications, recommendations, or other information about particular companies and industries (through research reports and otherwise), and other products or services (e.g., software and databases) that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Consistent with applicable rules, brokerage products and services consist primarily of computer services and software that permit our firm to effect securities transactions and perform functions incidental to transaction execution. We use such products and services in our general investment decision-making, not just for those accounts for which commissions may be considered to have been used to pay for the products or services.

The test for determining whether a service, product or benefit obtained from or at the expense of a broker constitutes "research" under this definition is whether the service, product or benefit assists our firm in investment decision-making for discretionary client accounts. Services, products or benefits that do not assist in investment decision-making for discretionary client accounts do not qualify as "research." Also, services, products or benefits that are used in part for investment decision-making for discretionary client accounts and in part for other purposes (such as accounting, corporate administration, recordkeeping, performance attribution analysis, client reporting, or investment decision-making for the firm's own investment accounts) constitute "research" only to the extent that they are used in investment decision-making for discretionary client accounts.

Before placing orders with a particular broker-dealer, we determine that the commissions to be paid are reasonable in relation to the value of all the brokerage and research products and services provided by that broker-dealer. In some cases, the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts charged by another broker-dealer that did not provide research services or products.

We do not exclude a broker-dealer from receiving business simply because the broker-dealer does not provide our firm with soft dollar research products and services. However, we may not be willing to pay the same commission to broker-dealers as we would have paid the broker-dealer providing such products and services.

The products and services we receive from broker-dealers will generally be used in servicing all of our clients' accounts. Our use of these products and services will not be limited to the accounts that paid commissions to the broker-dealer for such products and services. In addition, we may not allocate soft dollar benefits to your accounts proportionately to the soft dollar credits the accounts generate. As part of our fiduciary duties to you, we endeavor at all times to put your interests first. You should be aware that our firm's receipt of economic benefits is considered to create a conflict of interest.

We have instituted procedures governing soft dollar relationships, including preparing a brokerage allocation budget, mandated reporting of soft dollar irregularities, an annual evaluation of soft dollar relationships, and an annual review of our brochure to ensure adequate disclosures of soft dollar relationships conflicts of interest.

Economic Benefits

As a registered investment adviser, we have access to the institutional platform of your account custodian. We will also have access to research products and services from your account custodian and/or other brokerage firms. These products are in addition to any benefits or research we pay for with soft dollars and may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platforms of these firms and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services.

Other Charges

Other costs assessed by third parties and the adviser can be included in the Wrap Fee. For example, there may be fees for trades executed away from the custodian, charges imposed directly by managed investments (i.e., pooled investment vehicles, mutual funds or exchange-traded funds, closed-end investment companies, fund management fees, and other fund expenses such as deferred sales charges or as disclosed in each vehicle's prospectus or offering document), odd-lot differentials, transfer taxes, wire transfer, and electronic fund fees, annual check writing, debit card or check-writing fees (stop payment fees, returned check fees or ACH return charges), security transfer and redemption fees, reorganization processing, trade confirmation or outgoing account transfer fees, margin extension fees, margin debt interest, IRA annual maintenance or termination fees, amounts charged to produce year-end statements and account reports, other fees and taxes on brokerage accounts and securities transactions or additional payments required by law.

Clients may obtain a schedule of these additional fees by contacting their Portfolio Manager or the adviser directly. *All Wrap Fees are separate and distinct from the above fees and expenses*; clients are responsible for those fees and costs assessed outside the Wrap Fee Program.

Further Wrap Fee Program Considerations

A client who participates in a Wrap Fee Program arrangement should consider that depending on the advisory services selected and Wrap Fee charged, the amount of portfolio activity in the client's account, the value of the custodial, and other services provided under the arrangement and other factors. The Wrap Fee may or may not exceed the aggregate cost of such services purchased separately. Because Wrap Fees may be greater than would have been the case if the client paid separately for investment advice and brokerage and other services or participated in another program, Advisor Representatives may have an incentive to recommend the Wrap Fee Program over alternative programs purchase of such services separately. There is also a potential conflict in Wrap Fee arrangements in that limiting the amount of trading in an account would increase the adviser's net income from Wrap Fees. Since the adviser absorbs certain transaction costs in wrap fee accounts, it may have a financial incentive not to place transaction orders in those accounts since doing so increases its transaction costs. Thus, an incentive exists to place trades less frequently in a wrap fee arrangement. Because these accounts, within trading limits, do not impose brokerage commissions, the client's best interests (trading when appropriate) may differ from Portfolio Managers and the adviser (no trading). *Lower fees for comparable services can, at times, be available from other sources.*

Custodian

An independent custodian will hold Wrap Fee Program assets, not the adviser. Charles Schwab & Co., Inc. Institutional ("Schwab") is the Wrap Fee Program's "Preferred custodian." LWA is independently owned and operated and not affiliated with Schwab. Schwab is a FINRA-registered broker-dealer and member of SIPC, who maintains custody of the client's funds and securities, collects interest and dividends and performs the usual and customary execution and custodial services such as sending clients confirmation of each transaction in their account(s) and sending account statements reflecting activity in the client's account at least quarterly. LWA directs Wrap Fee Program clients to Schwab and sends its trades to Schwab as the Wrap Fee Program's broker-dealer. The client will authorize the adviser to provide these instructions to Schwab to further their respective services under the Wrap Fee Program's Advisory Agreement.

Schwab provides LWA with access to its institutional trading and custody services, typically unavailable to Schwab retail investors. These services are generally available to independent investment advisers on an unsolicited basis, at no charge if the advisers maintain at least \$10 million of the adviser's clients' assets in accounts Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including in the form of advice, analyses, reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or that would require a significantly higher minimum initial investment. Schwab generally does not charge separate custody services for client accounts maintained in its custody. Accountholders compensate Schwab through commissions or other transaction-related or asset-based fees on the securities trades they execute through the custodian or settle into Schwab accounts.

Schwab also makes available to LWA other products and services that benefit the adviser but may not benefit its clients' accounts. These benefits may include national, regional, or adviser-specific educational events organized and sponsored by Schwab Advisor Services. Other potential benefits may consist of occasional business entertainment of LWA Associates by Schwab Advisor Services personnel, including meals, invitations to sporting events, and other forms of entertainment, some of which may accompany educational opportunities. Different products and services assist the adviser in managing and administering clients' accounts (i.e., software and other technology and related technical training that provide access to client account data, such as trade confirmations and account statements, products and services that facilitate trade execution and the allocation of aggregated trade orders for multiple client accounts, research, pricing information, and other market data, or those that facilitate payment of LWA's fees from client accounts).

Assistance with back-office training and support functions, recordkeeping, and client reporting may also be received. Many services generally may be used to service all or some substantial number of LWA accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services makes available other services to the adviser to help LWA manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance, and marketing. Schwab may make available, arrange, and pay vendors for these types of services rendered to the adviser by independent third parties and may either discount or waive fees it would otherwise charge for some of these services or pay all or part of the costs of a third-party providing the benefits to the adviser.

As a fiduciary, LWA endeavors to act in its clients' best interests. The adviser carefully considers whether its Wrap Fee Program is suitable and appropriate for each client before entering into such an arrangement; not all clients are well-suited for this Wrap Fee Program. When participating in the Wrap Fee Program and directing trades through Schwab, a client may pay a higher commission than another custodian might charge to affect the same transaction. While the adviser's requirement that Wrap Fee Program clients maintain their assets in accounts at Schwab may be based in part on benefits received, the availability of some of the preceding

products and services and other arrangements and not solely on the nature, cost, or quality of custody and brokerage services provided by the custodian, LWA believes it is imperative to its investment decision-making process to have access to the type of research and brokerage provided by Schwab.

While LWA seeks competitive rates and best execution, clients may not necessarily obtain the lowest commission rates for client transactions directed to Schwab. To that end, the adviser has determined, in good faith, that when clients enter the Wrap Fee Program, the commission received is reasonable given the value of the brokerage and research services provided by its Preferred custodian; clients receive greater access to advanced research and advanced portfolio management tools that improve the service offered to them. And soft dollar benefits are used to service all client accounts, not only those that paid for the benefits. Furthermore, given the adviser's client assets under management, the adviser does not believe that maintaining at least the required minimum of those assets at Schwab to avoid paying custodial quarterly service fees presents a material conflict of interest.

In seeking best execution, the adviser's determinative factor is not the lowest cost possible but whether the transaction represents the best qualitative execution, considering the complete range of services available. LWA believes its selection of Schwab as its Wrap Fee Program Preferred custodian is in the best interests of its clients. The scope, quality, and price of the services received to support the belief that services provided do not benefit only the adviser.

While a conflict of interest exists in that the adviser may have an incentive to select or recommend a custodian based on its interest in receiving client referrals, rather than on client interests in obtaining the most favorable execution, the adviser's Preferred custodian meets the firm's sourcing criteria for providing a reliable and satisfactory custodial platform for its clients. Additional details of how the adviser addresses conflicts are found in the firm's comprehensive Compliance procedures and Code of Ethics document. The full text of the adviser's Code of Ethics Policy is available upon request.

ITEM 5: ACCOUNT REQUIREMENTS & TYPES OF CLIENTS

Client Types

LWA typically provides discretionary and non-discretionary investment advice and management supervisory services to the following types of clients. Client relationships vary in scope and length of service.

- Individuals
- High-Net-Worth Individuals
- Trusts, Estates, or Charitable Organizations
- Corporations

Minimum Account Size

LWA's **investment supervisory services, ERISA, retirement and employee benefit plan services and wrap fee program services** require a minimum account size of \$100,000 which can be waived by the adviser based on the client's needs and the complexity of the situation. Neither **hourly financial planning** nor **educational seminars and workshop services** require account establishment to participate. LWA may waive the above minimums based on specific criteria at its sole discretion.

Clients who participate in LWA's **third-party management program services** will also be subject to the independent TPM's account minimums, as disclosed in each referred manager's TPM Program Agreement. *(Note: In selecting a referred manager, the client is responsible for understanding the account minimums, requirements, and fee agreement they are executing with their independent third-party manager.)*

ITEM 6: PORTFOLIO MANAGER SELECTION & EVALUATION

Portfolio Management Selection

LWA does not typically utilize outside Portfolio Managers to manage its Wrap Fee Program accounts. Instead, accounts are managed internally by its registered investment personnel, LWA's Advisor Representatives, who serve as the Wrap Fee Program's Portfolio Managers.

LWA uses a detailed due diligence process to evaluate and approve its Portfolio Managers for the Wrap Fee Program. Factors include, but are not limited to, accessibility, ability to customize, knowledge of products currently offered, tenure, relative cost, education, and experience of general economic and market factors and other criteria. The adviser also reviews performance numbers provided by the Portfolio Managers and other third-party reporting sources in its evaluation process. LWA monitors all participating Wrap Fee Program Portfolio Managers' performance to verify they are continually providing the performance and value they selected.

It is required that the Portfolio Manager's strategies and target allocations remain aligned with its client's investment objectives and overall best interests. LWA reserves the right to eliminate any Portfolio Manager underperforming from the Wrap Fee Program platform. If a Portfolio Manager requires replacement, the adviser has the sole discretion to hire or replace them with another Portfolio Manager and adjust the weighting of the allocation accordingly.

Related Persons as Portfolio Managers

As LWA's Advisor Representatives act as the Portfolio Manager(s) for the Wrap Fee Program described herein, a conflict of interest exists. The Portfolio Managers could place the adviser's or their interests before a client's interests. To avoid this, LWA has adopted Compliance procedures and a Code of Ethics that requires all firm Associates to adhere to their fiduciary duty and avoid interests, activities, and relationships that run contrary (or appear to run opposite) to the best interests of clients. The full text of the adviser's Code of Ethics Policy is available for review to current or potential clients upon request.

Investment Selection

Portfolio Managers will offer various model portfolios under the Wrap Fee Program. LWA typically uses investment strategies that include long-term trading, short-term trading, short sales, margin transactions, options writing (including covered options, uncovered options, or spreading strategy). Other approaches may be used, if appropriate. Model portfolios will include investments in, but are not limited to, stocks, bonds, ETFs, and mutual funds. Portfolio Managers will assist clients in clarifying their investment needs. They will work with them in selecting an appropriate strategy or strategies, based on but not limited to the factors detailed within their due diligence interviews, client suitability profile, and IPS. And as designated by acceptable risk-adjusted returns and stated suitability needs. Each client's Advisory Agreement will document the criteria used to determine their precise portfolio management criterion.

Methods of Analysis

LWA's analysis methods include charting analysis, cyclical analysis, fundamental analysis, and technical analysis.

Charting Analysis - The use of patterns in performance charts to search for patterns used to help predict favorable conditions for buying and selling a security

Cyclical Analysis - The analysis of business cycles in finding favorable conditions for buying and selling a security

Fundamental Analysis - The analysis of financial statements, the general financial health of companies, and the analysis of management or competitive advantages

Technical Analysis - The analysis of past market data; primarily price and volume

Investment Strategies

LWA typically uses long and short-term trading, short sales, margin transactions, and options writing, including covered options, uncovered options, or spreading strategies. Other approaches are also used, if appropriate.

Valuation, Monitoring & Evaluation

Portfolio Managers will monitor, rebalance, and manage all client account changes. The client can withdraw cash or securities, vote securities, and receive a written confirmation or other notification of each securities transaction, with all other documents required by law to be provided to a security holder. Clients can proceed directly as a security holder against the issuer of any security in their account.

Performance-Based Fees & Side-By-Side Management

LWA does not charge performance-based fees based on a share of capital gains or capital appreciation of a client's assets. Consequently, it does not engage in the side-by-side management of accounts charged a performance-based fee with accounts charged another fee, such as assets under management. As described above, the adviser provides its services for a Wrap Fee based upon a percentage of a client's assets under management, which is to state and federal requirements.

Practices Regarding Cash Balances in Client Accounts

LWA avoids market timing but will increase cash holdings when necessary. LWA usually invests clients' cash balances in FDIC insured deposit accounts, money market funds, or FDIC insured certificates of deposit. In most cases, at least a partial cash balance will be maintained in a money market or FDIC insured deposit account to allow for the debit of advisory fees or anticipated cash distributions to clients. LWA will manage client account cash balances based on the yield and the financial soundness of money markets and other short-term instruments. *(Please Note: Investment products are usually not FDIC insured, insured by any federal government agency, a deposit, other obligation, or guaranteed by the Adviser.)*

Risks of Loss & Other Types of Risk

Clients should keep in mind that investing in securities involves a risk of loss that they should be prepared to bear. Past performance is in no way an indication of future results. Over time, assets will fluctuate and be worth more or less than the initial invested amount. Depending on the investment type, differing risk levels will exist. LWA cannot offer any guarantees or promises that a client's financial goals and objectives will be met.

LWA does not represent or guarantee that any services provided or analysis methods can or will predict future results, successfully identify market tops or bottoms, or insulate investors from losses due to market corrections or declines. Clients are advised that certain assumptions may be made regarding interest and inflation rates, past trends, and the performance of the market and economy. There is no guarantee of client account future performance or any level of performance, the success of any investment decision or strategy used, overall account management, or that any investment mix or projected or actual performance shown will lead to expected results or perform in any predictable manner. Past performance is in no way an indication of future results. The investment decisions made for client accounts are subject to various market, currency, economic, political, business risks and will not always be profitable. No investment strategy can guarantee a profit or protect against loss in periods of declining values. The outcome(s) described and any strategy or investments discussed may not suit all investors. Further, there can be no assurance that advisory services will result in any particular result, tax, or legal consequence.

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of potential losses.

The following list of investment risks, which is not all-inclusive, is provided for careful consideration by a prospective client before retaining our services or contemplating investments in general. *(Please Note: The below items are presented alphabetically for ease of reading, not in order of importance.)*

Adviser's Investment Activities - the Adviser's investment activities involve a significant degree of risk. The performance of any investment is subject to numerous factors that are neither within the control of nor predictable by LWA. The securities markets may be volatile, and market conditions may move unpredictably or behave outside the range of expectations, adversely affecting a client's ability to realize profits or resulting in material loss. Client and firm investment decisions will not always be profitable.

Bank Obligations - including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are affected by interest rates and may be adversely affected by downturns in the US and foreign economies or banking regulations changes.

Bonds - corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" before maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

Bond Funds - have higher risks than money market funds, primarily because they typically pursue strategies to produce higher yields. Unlike money market funds, the SEC's rules do not restrict bond funds to high-quality or short-term investments. Because there are many different bonds, these funds can vary dramatically in their risks and rewards. Some of the risks associated with bond funds include credit risk, interest rate risk, and prepayment risk.

Business Risk - is the risks associated with a specific industry or a particular company.

Competition Risk - the securities industry and advisers' varied strategies and techniques are incredibly competitive. Advisory firms, including many larger securities and investment banking firms, may have more significant financial resources and research staff than this firm.

Conflicts of Interest - in administering client portfolios and financial reporting, advisers face inherent interest conflicts. They mitigate these conflicts through comprehensive written supervisory compliance policies and procedures and COE, which provides that the client's interest is always held above that of the firm and its Associates.

Corporate Bond Risk - corporate bonds are debt securities to borrow money. Issuers pay investors periodic interest and repay the amount borrowed periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest but are priced at a discount from their face values, and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the higher its interest rate risk.

Credit Risk - credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Currency/Exchange Risk - overseas investments are subject to fluctuations in the dollar's value against the investment's originating country's currency.

Diversification Risk - a portfolio may not be widely diversified among sectors, industries, geographic areas, or security types or may not necessarily be diversified among many issuers. These portfolios might be subject to more rapid change in value than would be the case if the investment vehicles were required to maintain a broad diversification among companies or industry groups.

Equity Investment Risk - generally refers to buying shares of stocks by an individual or firm in return for receiving a future payment of dividends and capital gains if the stock's value increases. An inherent risk is involved when purchasing a stock that may decrease value; the investment may incur a loss.

Financial Risk - is the possibility that shareholders will lose money when they invest in a company with debt if its cash flow proves inadequate to meet its financial obligations. When a company uses debt financing, its creditors will be repaid before its shareholders should the company become insolvent. Financial risk also refers to the possibility of a corporation or government defaulting on its bonds, which would cause those bondholders to lose money.

Fixed Income Call Option Risk - including agency, corporate and municipal bonds and all mortgage-backed securities, contain a provision that allows the issuer to "call" all or part of the issue before the bond's maturity date. The issuer usually retains this right to refinance the bond in the future if market interest rates decline below the coupon rate. There are disadvantages to the call provision: the cash flow pattern of a callable bond is not known with certainty because the issuer will call the bonds when interest rates have dropped, there is exposure to reinvestment rate risk - investors will have to reinvest the proceeds received when the bond is called at lower interest rates, and the capital appreciation potential of a bond will be reduced because the price of a callable bond may not rise much above the price at which the issuer may call the bond.

Foreign/Non-U.S. Investments - non-U.S. securities and other assets (through ADRs and otherwise) may give rise to risks relating to political, social, and economic developments abroad and risks resulting from the differences between the regulations of US and foreign issuers and markets are subject. Such risks may include political or social instability, the seizure by foreign governments of company assets, acts of war or terrorism, withholding taxes on dividends and interest, high or confiscatory tax levels, limitations on the use or transfer of portfolio assets, enforcing legal rights in some foreign countries is complex, costly, and slow, and there are sometimes unique problems enforcing claims against foreign governments, and foreign securities and other assets often trade in currencies other than the US dollar. Advisers may directly hold foreign currencies and purchase and sell foreign currencies through forward exchange contracts. Changes in currency exchange rates will affect an investment's net asset value, the value of dividends and interest earned, and gains and losses realized on the sale of investments. An increase in the strength of the US dollar relative to these other currencies may cause the value of an investment to decline. Some foreign currencies are particularly volatile. Foreign governments may intervene in the currency markets, causing a decline in the value or liquidity of an investor's foreign currency holdings. If an investor enters forward foreign currency exchange contracts for hedging purposes, it may lose the benefits of advantageous changes in exchange rates. On the other hand, if an investor enters forward contracts to increase return, it may sustain losses. Non-U.S. securities, commodities, and other markets may be less liquid, more volatile, and less closely supervised by the government than in the United States. Foreign countries often lack uniform accounting, auditing, and financial reporting standards, and there may be less public information about issuers' operations in such markets.

Hedging Transaction Risk - investments in financial instruments such as forward contracts, options, commodities and interest rate swaps, caps and floors, other derivatives, and other investment techniques are commonly utilized by investment funds to hedge against fluctuations in the relative values of their portfolio positions because of changes in currency exchange rates, interest rates, and the equity markets or sectors thereof. Any hedging against a decline in portfolio positions' value does not eliminate fluctuations in portfolio positions' values or prevent losses if such positions decline but establishes other positions designed to gain from those same developments, thus moderating the portfolio positions' decline value. Such hedging transactions also limit the opportunity for gain if the portfolio positions' value increases.

Horizon & Longevity Risk - the risk that an investment horizon is shortened because of an unforeseen event, for example, the loss of a job, which may force you to sell investments that you were expecting to hold for the long term. Investors may lose money if they must sell when the markets are down. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for retired people or those nearing retirement.

Inflation & Interest Rate Risk - security prices and portfolio returns will likely vary in response to inflation and interest rates changes. Inflation causes future dollars to be worth less and may reduce the purchasing power of a client's future interest

payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed-income investments to decline.

Lack of Registration Risk - funds, private placements, or LP interests have neither been registered under the Securities Act, securities, or "blue sky" laws of any state and, therefore, are subject to transfer restrictions and legislative changes or court rulings may impact the value of investments or the securities' claim on the issuer's assets and finances.

Leverage Risk - leverage requires the pledging of assets as collateral, and margin calls or changes in margin requirements could result in the need to pledge additional collateral or liquidate account holdings, requiring the account to close positions at substantial losses that would not otherwise be realized. There can be an increase in the risk of loss and volatility for accounts that use leverage by engaging in short sales, entering swaps and other derivatives contracts, or different leveraging strategies.

Liquidity Risk - the risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price, or it may not be possible to sell the investment.

Long-Term Trading Risk - long-term trading is designed to capture return and risk market rates. Due to its nature, the long-term investment strategy can expose clients to various types of risks that typically surface at multiple intervals when they own the investments. These risks include but are not limited to inflation (purchasing power) risk, interest-rate risk, economic risk, market risk, and political/regulatory risk.

Managed Futures Funds Risk - a managed futures mutual fund invests in other funds. The underlying funds will typically employ various actively managed futures strategies that will trade multiple derivative instruments, including (i) options, (ii) futures, (iii) forwards, or (iv) spot contracts, each of which may be tied to (i) commodities, (ii) financial indices and instruments, (iii) foreign currencies, or (iv) equity indices. Managed futures strategies involve substantial risks that differ from traditional mutual funds. Each underlying fund is subject to specific risks, depending on the fund's nature. These risks could include liquidity, sector, foreign currency, fixed-income securities, commodities, and other derivatives. Investing in underlying funds could affect the timing, amount, and character of distributions to you and, therefore, increase the amount of taxes you pay. Each underlying fund is subject to investment advisory and other expenses, including potential performance fees. An investor's cost of investing in a managed futures fund will be higher than the cost of investing directly in underlying funds and may be higher than other mutual funds that invest directly in stocks and bonds. Investors will indirectly bear fees and expenses charged by the underlying funds in addition to the fund's direct fees and expenses. Each underlying fund will operate independently and pay management and performance-based fees to each manager. The underlying funds will pay various management fees from assets and performance fees of each underlying fund's returns. There could be periods when fees are paid to one or more underlying fund managers even though the fund has lost the period.

Market Risk - market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the investment value regardless of the issuer's operational success or financial condition. The price of a security, option, bond, or mutual fund can drop due to tangible and intangible events and situations. External factors cause this risk, independent of a security's underlying circumstances. The adviser cannot guarantee that it will accurately predict market, price, or interest rate movements or risks.

Material Non-Public Information Risk - because of their responsibilities in connection with other adviser activities, individual advisory Associates may, upon occasion, acquire confidential or material non-public information or be restricted from initiating transactions in specific securities. LWA will not be free to act upon any such information. Due to these restrictions, the adviser may not be able to initiate a transaction that it otherwise might have started and may not be able to sell an investment that it otherwise might have sold.

Money Market Funds - a money market fund is technically a security. The fund managers attempt to keep the share price constant at \$1/share. However, there is no guarantee that the share price will stay at \$1/share. If the share price goes down, you can lose some or all of your principal. The U.S. Securities and Exchange Commission notes that "*While investor losses in money market funds have been rare, they are possible.*" In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money market fund rates are variable- the rate could go up or down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than expected, you may need more cash. Because money market funds are considered safer than other investments like stocks, long-term average returns on money market funds tend to be less than long-term average returns on riskier investments. Over long periods, inflation can eat away at your returns.

Mutual & Exchange Traded Funds - mutual funds and exchange-traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments following the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks

can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small-cap or speculative companies, uses leverage - borrows money to a significant degree, or concentrates in a particular type of security rather than balancing the fund with different security types. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock, and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Further, while some mutual funds are "no-load" and charge no fee to buy into, or sell out of, the fund, other mutual funds do charge such fees, which can also reduce returns. Mutual funds can also be "closed-end" or "open-end." So-called "open-end" mutual funds continue to allow in new investors indefinitely, whereas "closed-end" funds have a fixed number of shares to sell, limiting their availability to new investors. ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its Underlying Index or another benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks daily, mathematical compounding may prevent the ETF from correlating with the performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index but are expected to yield similar performance.

Municipal Securities Risk - municipal securities are backed by either the full faith and credit of the issuer or by revenue generated by a specific project - like a toll road or parking garage for which the securities were issued. The latter type of securities could quickly lose value or become virtually worthless if the expected project revenue does not meet expectations.

Non-U.S. Investment Risk - investment in non-U.S. issuers or securities principally traded outside the United States may involve certain unique risks due to economic, political, and legal developments, including but not limited to favorable or unfavorable changes in currency exchange rates, exchange control regulations, expropriation of assets or nationalization, risks relating to political, social and economic developments abroad, as well as risks resulting from the differences between the regulations to which U.S. and foreign issuers and markets are subject and the imposition of withholding taxes on dividend or interest payments.

Political & Legislative Risk - companies face a complex set of laws and circumstances in each country in which they operate. The political and legal environment can change rapidly and without warning, with significant impact, especially for companies operating outside of the U.S. or those that conduct a substantial amount of their business outside of the U.S.

Portfolio Turnover Risk - an account's investment strategy may require active portfolio trading. As a result, turnover and brokerage commission expenses may significantly exceed those of other investment entities of comparable size.

Private Investment Risk - investments in private funds, including debt or equity investments in operating and holding companies, investment funds, joint ventures, royalty streams, commodities, physical assets, and other similar types of investments, are highly illiquid and long-term. A portfolio's ability to transfer or dispose of private investments is expected to be highly restricted. The ability to withdraw funds from LP interests is usually restricted following the withdrawal provisions contained in an Offering Memorandum. In addition, substantial withdrawals by investors within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, possibly reducing the value of the fund's assets or disrupting the fund's investment strategy.

Public Information Accuracy Risk - an adviser can select investments, in part, based on information and data filed by issuers with various government regulators or other sources. Even if they evaluate all such information and data or seek independent corroboration when it's considered appropriate and reasonably available, the adviser is not in a position to confirm the completeness, genuineness, or accuracy of such information and data. In some cases, complete and accurate information is not available.

Real Estate Risk - real estate funds face several risks inherent in this market sector. Liquidity risk, market risk, and interest-rate risk can influence the gain or loss passed on to the investor. Liquidity and market risk significantly affect more growth-oriented funds, as the sale of appreciated properties depends upon market demand. Conversely, interest rate risk impacts the dividend income that income-oriented funds pay. Clients considering private placement real estate products should review complete risk disclosures, as reflected within any recommended product offering documents.

Reinvestment Risk - is the risk that future proceeds from investments must be reinvested at a lower return rate. Reinvestment Risk primarily relates to fixed income securities.

REITs - REITs have specific risks, including valuation due to cash flows, dividends paid in stock rather than cash, and debt payment resulting in dilution of shares.

Reliance on Management & Key Personnel Risk - occurs when investors have no right or power to participate in a firm's management. Investors must be willing to entrust all management aspects to a company's management and key personnel. The investment performance of individual portfolios depends mainly on the skill of key personnel of a firm and including its

sub-advisors, as applicable. If key staff were to leave the firm, the firm might not find equally desirable replacements, and the accounts' performance could be adversely affected.

Securities Futures Contracts - (on tangibles and intangibles) a futures contract is a standardized, transferable, exchange-traded contract that requires delivery of a commodity, bond, currency, or stock index specified price on a specified future date. Unlike options, which the holder may or may not choose to exercise, futures contracts convey an obligation to purchase the underlying asset at a set future date. The holder of a futures contract must have sold it by that date or be prepared to pay for and take delivery of the underlying asset. Material risks can include but are not limited to futures contracts that have a margin requirement that must be settled daily, there is a risk that the market for a particular futures contract may become illiquid, and the market price for a particular commodity or underlying asset might move against the investor requiring that the investor sell futures contracts at a loss.

Short-Sales Risk - short sales can, in certain circumstances, increase the impact of adverse price movements on the portfolios. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, resulting in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover a short position will be available for purchase.

Small & Medium Cap Company Risk - securities of companies with small and medium market capitalizations are often more volatile and less liquid than larger companies' investments. Small and medium cap companies may face a higher risk of business failure, increasing the client's portfolio's volatility. While smaller companies generally have the potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger companies. In addition, in many instances, trading frequency and volume may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to broader price fluctuations.

Stocks - There are numerous ways of measuring the risk of equity securities, also known simply as "equities" or "stock." In very broad terms, the value of a stock depends on the company's financial health issuing it. However, stock prices can be affected by many other factors including but not limited to the class of stock such as preferred or common, the health of the market sector of the issuing company, and the overall health of the economy. In general, larger, better-established companies ("large-cap") tend to be safer than smaller start-up companies ("small cap") are, but the sheer size of an issuer is not, by itself, an indicator of the safety of the investment.

Stock Funds - although a stock fund's value can rise and fall quickly (and dramatically) over the short term, stocks have performed better over the long term than other types of investments—including corporate bonds, government bonds, and treasury securities. Overall, "market risk" poses the most significant potential danger for investors in stock funds. Stock prices can fluctuate for various reasons, such as the economy's overall strength of demand for products or services.

Stock Market Risk - stocks' market value will fluctuate with market conditions. While stocks have historically outperformed other asset classes over the long term, they tend to fluctuate over the short term because of factors affecting the individual companies, industries, or the securities market. The past performance of investments is no guarantee of future results.

Strategy Restrictions Risk - individual institutions may be restricted from directly utilizing some investment strategies the adviser may engage. Such institutions, including entities subject to ERISA, should consult their advisors, counsel, and accountants to determine what restrictions apply and whether certain investments are appropriate.

Strategy Risk - an adviser's investment strategies and techniques may not work as intended.

Supervision of Trading Operations Risk - an adviser, with assistance from its brokerage and clearing firms, intends to supervise and monitor trading activity in the portfolio accounts to ensure compliance with firm and client objectives. However, despite their efforts, there is a risk that unauthorized or otherwise inappropriate trading activity may occur in portfolio accounts. Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients can be exposed to risks specific to the securities in their respective investment portfolios.

Systematic Risks - these are risks related to a broad universe of investments. These risks are also known as non-diversifiable risks, as diversification within the system will not reduce risk if the entire system loses value.

Trading Limitation Risk - for all securities, instruments, or assets listed on an exchange, including options listed on a public exchange, the exchange has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render specific strategies challenging to complete or continue and subject the adviser to loss. Such a suspension could make it impossible for an adviser to liquidate positions and expose the adviser to potential losses.

Turnover Risk - at times, the strategy may have a higher portfolio turnover rate than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect an account's performance.

Undervalued Securities Risk - identifying investment opportunities in undervalued securities is complex, and there are no assurances that such opportunities will be successfully recognized or acquired. While investments in undervalued securities can sometimes offer above-average capital appreciation opportunities, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated may not compensate for the business and financial risks assumed.

Unsystematic Risks - these are risks uniquely related to a specific investment. Also known as "diversifiable risks," theoretically, unsystematic risks may be reduced significantly by diversifying different investments.

Withdrawal of Capital Risks - an Offering Memorandum's withdrawal provisions usually restrict the ability to withdraw funds from the funds, private placement, or LP interests. Investors' substantial withdrawals within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, reducing the value of the fund's assets and disrupting the funds' investment strategy.

Risks of Specific Securities Utilized

LWA seeks investment strategies that do not involve significant or unusual risk beyond the general domestic and international equity markets. However, it will utilize options writing, margin transactions, and short sales, which generally hold a higher risk of capital loss; there is a material risk of loss using any of these strategies.

Margin - securities purchased on margin in a client's account are a firm's collateral for the client's loan. If the account securities decline in value, so does the value of the collateral supporting loan, and, as a result, the firm can act, such as issuing a margin call and/or selling securities or other assets in any of the accounts the investor may hold with the member, to maintain the required equity in the account. It is essential to understand the risks involved in trading securities on margin fully. These risks include but are not limited to losing more funds than deposited in the margin account, the firm forcing the sale of securities or other assets in the account(s) or selling securities or other assets without contacting the investor, or the investor not being entitled to choose which securities or other assets in their account(s) can be liquidated or sold to meet a margin call. A firm can increase its "house" maintenance margin requirements at any time, without the necessity of providing an advance written notice, without entitlement to an extension of time on the margin call.

Options Contracts - an option is a contract that gives the buyer the right and the seller the obligation to buy or sell stock or futures contracts at a specific price for a set period. Options trading can present some or all of the following material risks (*not an exclusive list*):

- option sellers receive fixed compensation in exchange for accepting an obligation to buy or sell an underlying asset at a price that can fluctuate widely,
- securities price movement can make exercising options financially impractical; the options would expire worthlessly, which would result in the loss of the entire amount used to purchase the options,
- options sold may be exercised at any time before expiration, requiring the seller to purchase or sell underlying securities at an unfavorable price,
- sellers of naked positions run margin risks if the positions go into significant losses (*i.e., liquidation of positions by the broker*),
- sellers of call options can lose more money than a short seller of that stock on the same rise in the underlying stock,
- call options can be exercised outside of market hours, inhibiting remedies that the seller of those options can take,
- sellers of stock options may be obligated to buy or sell securities upon exercise even if a trading market is not available or they are unable to perform a closing transaction,
- the value of the underlying stock may unexpectedly increase or decline, leading to automatic exercises of options against the seller, and
- options markets have the right to halt the trading of options, thus preventing investors from realizing value.

Securities Futures Contracts (on tangibles and intangibles) - A futures contract is a standardized, transferable, exchange-traded contract that requires delivery of a commodity, bond, currency, or stock index specified price on a selected future date. Unlike options, which the holder may or may not choose to exercise, futures contracts convey an obligation to purchase the underlying asset at a set future date. The holder of a futures contract must have sold it by that date or be prepared to pay for and take delivery of the underlying asset. Material risks can include, but are not limited to, the following:

- futures contracts have a margin requirement that must be settled daily,
- there is a risk that the market for a particular futures contract may become illiquid, and
- the market price for a particular commodity or underlying asset might move against the investor requiring that the investor sell futures contracts at a loss.

Investing also risks missing out on more favorable returns that could be achieved by investing in alternate securities or commodities. Any of the above investment strategies may lead to a loss of investments, especially if the markets move against the client. Past performance is not indicative of future results. The outcomes described and any strategies or investments discussed may not suit all investors. Further, there can be no assurance that advisory services will result in any particular result, tax, or legal consequence.

Clients should expect their account value and returns to fluctuate within a wide range, like the fluctuations of the overall stock and bond markets. *Clients are advised that investors could lose money over short or even long periods, and investing in securities involves the risk of losing the entire principal amount invested, including any gains. Clients should not invest unless they can bear these losses.* Before acting on LWA's analysis, advice, or recommendation, clients should consult with their legal counsel, tax, or other investment professionals, as necessary, to aid in due diligence as proper for their situation and decide the suitability of the risk associated with any investment. Clients are also encouraged to direct any questions regarding risks, fees, and costs to LWA and their Advisor Representative.

Trading

Aggregated Trades

LWA combines multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "aggregated trading"). We will then distribute a portion of the shares to participating accounts fairly and equitably. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Participants in this Wrap Fee Program will not pay any portion of the transaction costs in addition to the program fee. Accounts owned by our firm or persons associated with it may participate in aggregated trading with your accounts; however, they will not be given preferential treatment.

We combine multiple orders for shares of the same securities purchased for discretionary accounts; however, we do not combine orders for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If clients enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the exact quantities of securities for you, and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

Trading Errors

Even with the best efforts and controls, trade errors may happen. If a trade is placed for a client's account, which causes a breach of any regulatory, contractual, investment objective or restriction parameters ("trade error"), such trade error will be immediately reported internally for prompt review, direction, and/or action, and will be reported directly to the custodian for action, to ensure that the client is not disadvantaged. If a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

In resolving any trade error, LWA's policy is that its clients' interests will come first, always, and trade errors will be fixed promptly and efficiently upon discovery to help minimize damages. Generally, the client will be reimbursed for any loss incurred due to an LWA trade error. Any gains from the adviser's trade error will either remain with the client or accumulate in a trade error account to offset trade error losses. In all circumstances involving LWA trade errors, clients will be "made whole." *In cases where trade errors result from the client's inaccurate instructions, the trading error will remain the client's financial responsibility.*

Proxy Voting Policy

LWA will not ask for or accept voting authority for client securities; clients will receive proxy material directly from the security or custodian issuer. Under circumstances where the adviser gets proxy material on behalf of a client involving any security held in the client's account, the adviser will promptly forward such material to the client's attention. Proxy voting for plans governed by ERISA must conform to the document. If the investment manager is listed as the fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the Plan document. It is the client's responsibility to vote for their proxy. Or may contact their Advisor Representative directly with questions about a particular solicitation. However, *LWA shall not be deemed to have proxy voting authority solely because of providing advice or information about a specific proxy vote to a client in either of the above situations*; Clients should contact the security issuer before making the final proxy voting decisions.

Class Action Suits, Claims or Bankruptcies

A class action is a procedural device used in litigation to determine the rights of and remedies for large numbers of people whose cases involve common questions of law and fact. Class action suits often arise against companies that publicly issue securities, including those recommended by investment advisors to clients. LWA has no obligation to advise, determine if securities held by the

client are subject to a pending or resolved class-action lawsuit, or act for the client in these types of legal proceedings involving securities currently or previously held by the account or securities issuers. The adviser has no duty to evaluate a client's eligibility or submit a claim to participate in the proceeds of a securities class action settlement or verdict or obligation to forward copies of notices received to clients or their agents. It is the client's responsibility to respond to class action suits, claims, bankruptcies, and other legal actions/proceedings involving securities purchased or held in their account and/or to initiate litigation to recover damages on behalf of clients who may have been injured because of actions, misconduct, or negligence by the corporate management of issuers whose securities they hold. LWA does not engage in law and does not provide legal or tax advice, accounting, or bookkeeping services. The client or agent will be responsible for class actions, claims, or bankruptcies involving securities purchased or held in their account.

ITEM 7: CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

Sharing Client Information with Portfolio Managers

To provide the Wrap Fee Program services, we will share your private information with Charles Schwab & Co., Inc. Institutional ("Schwab"), a FINRA-registered broker-dealer and member SIPC, the Wrap Fee Program custodian. We may also provide your private information to mutual fund companies and/or private managers as needed. We will only share the information necessary to carry out our obligations to you in servicing your account. We share your personal account data in accordance with LWA's privacy practices, which are described herein.

As LWA's Advisor Representatives also serve as Wrap Fee Program's Portfolio Managers, there is no need to monitor that any other third-party managers' investment decisions remain aligned with your best interests.

ITEM 8: CLIENT CONTACT WITH PORTFOLIO MANAGERS

There are no restrictions on a client's ability to contact their Portfolio Manager or the firm directly with any questions regarding their account. LWA, through its Advisor Representatives, is available to clients on an ongoing basis to discuss client financial circumstances, the selected portfolio and the securities therein or to process instructions from clients concerning advisory assets. Clients are encouraged to contact us directly with any questions regarding their Wrap Fee Program account, changes in their investment objectives or risk tolerance, or request restrictions on managing their Wrap Fee Program assets.

ITEM 9: ADDITIONAL INFORMATION

Disciplinary Information

Registered investment advisers such as LWA are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of the adviser or the integrity of its management. A federal or state regulatory agency took certain disciplinary actions for alleged violations of specific securities regulations, rules, and/or statutory provisions. The matters have been resolved. Laurel Wealth has no outstanding issues and is registered without restriction as an investment adviser representative on behalf of the adviser.

The details on these matters related to 's disciplinary history are summarized below:

On August 26, 2019, LWA consented to an offer of settlement with the SEC. Without admitting or denying the SEC's findings, the adviser consented to the entry of an Order Instituting Administrative and Cease-and-Desist Proceedings, Pursuant to Sections 203(e) and 203(k) of the Investment Advisers Act of 1940, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order ("Order"), concerning alleged violations of Section 206(2), 203(e)(6) and Section 206(4) and Rule 206(4)-7 of the Investment Advisers Act of 1940. During the SEC review, the adviser cooperated fully with the regulatory investigation. Before the Order entry, the firm's Compliance Wrap Fee Program Initiative included hiring a new Chief Compliance Officer, implementing compliance technology for pre-clearing personal trades, and revising the adviser's Code of Ethics. The firm undertook extensive steps to improve its internal Compliance Wrap Fee Program and address policies and procedures governing its regulatory, fiduciary, and best business practices.

Full order details are available for your review at <https://www.sec.gov/litigation/admin/2019/ia-5330.pdf>. You can also view our current disclosure documents at the SEC's Investment Adviser Public Disclosure ("IAPD") website at <http://www.adviserinfo.sec.gov> by searching either by our firm name or CRD # 157139. The SEC's website also provides information about any affiliated person registered or required to be registered as an Investment Adviser Representative of the firm. You may also request a copy for free by contacting us directly at 858.459.1101.

Other Financial Industry Activities & Affiliations

LWA is an independent registered investment adviser that provides only investment advisory services. The firm is not engaged in any other business activities, offers no services except those described herein, and does not have any relationship or arrangement that is material to our advisory business or our clients with any of the types of entities listed below:

1. broker-dealer, municipal securities dealer, government securities dealer or broker,
2. investment company or other pooled investment vehicle (*including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund*),
3. other investment adviser or financial planner,
4. futures commission merchant, commodity pool operator, or commodity trading adviser,
5. banking or thrift institution,
6. accountant or accounting firm,
7. a lawyer or law firm,
8. insurance company or agency,
9. pension consultant,
10. real estate broker or dealer, and
11. sponsor or syndicator of limited partnerships.

While LWA is not involved in any other business activities and does not offer additional services, certain of its Associates may sell different products or services outside their roles with the adviser.

Registered Representative of Broker-Dealer

LWA is not registered and does not intend to register as a broker-dealer. Certain Advisor Representatives are associated with unaffiliated SEC-registered broker-dealers, members of FINRA and SIPC, of which you should be aware. Advisor Representatives associated with these unaffiliated broker-dealers can provide brokerage services in the capacity of a Registered Representative ("RR") of that unaffiliated firm. When acting in the capacity of RRs, they will sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, variable annuity, or other products to clients and will receive commission-based compensation in connection with the purchase and sale of such securities, including 12b-1 fees for the sale of investment company products. When your Advisor Representative offers brokerage products in the capacity as an RR through an unaffiliated broker-dealer, the Associate is not acting in a brokerage capacity or on behalf of LWA concerning the services provided under our Agreement(s). The Advisor Representatives who provide brokerage services through unaffiliated broker-dealers are independent contractors of such companies. Any compensation earned by these persons in their capacities as RRs is separate and in addition to our advisory fees.

The above practice presents a conflict of interest because the objectivity of the advice rendered to clients could be biased. The Advisor Representatives providing investment advice on behalf of our firm, who are also RRs of broker-dealers or who may participate in other investment-related outside business activities, can be incentivized to effect securities transactions to generate commissions or compensation received rather than solely based on your needs. LWA addresses this conflict of interest by requiring its Associates to disclose these relationships to clients. Associates satisfy this requirement by advising clients of the nature of the transaction or relationship, their role in the transaction, and any compensation - including commissions or otherwise, to be paid to them by the brokerage firms or other investment-related outside business activities with which they are affiliated at the time any of the above-noted products are purchased. Clients are under no obligation to use the firm's Associates' services in this different capacity as broker-dealer employees.

Insurance Agents

Several LWA's Advisor Representatives providing investment advice on the firm's behalf are licensed as independent insurance agents through various insurance companies. In these capacities, they may recommend securities, insurance, or other products and receive separate, yet customary, commission compensation resulting from the purchases and sales of securities, insurance, or other products to firm clients from the firms with whom they are presently appointed and with whom they may become appointed in the future. They can also receive further compensation, including bonuses and trail commissions. Insurance commissions earned are separate and in addition to LWA's advisory fees.

This practice also presents a conflict of interest because the Advisor Representatives providing investment advice on behalf of our firm, who are also insurance agents, may have an incentive to recommend insurance products based on the compensation received rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm.

Designations

Certain LWA Associates may also be licensed real estate agents or may hold various other designations. LWA does not provide these services to clients, and the adviser does not solicit clients to utilize these services. Associates' actions are considered outside business activities and are separate from their actions as a firm Associate. Associates are required to disclose such relationships to clients according to the disclosure parameters indicated herein. Clients are under no obligation to act upon any Associate's recommendations or affect any transactions through the Associate if they decide to follow any insurance recommendation suggestions.

Recommendation of Other Advisers

In certain situations, in connection with our third-party management program services, we may recommend clients use a third-party manager ("TPM") based on their needs and suitability. LWA will receive compensation via a fee share from the referred managers for recommending the use of their services. While the relationship between the adviser and the third-party money managers will be disclosed in each contract, and the fees shared will not exceed any limit imposed by any regulatory agency, these compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third-party adviser. Clients are not obligated, contractually or otherwise, to use the services of any TPM we recommend. We do not have any other business relationships with the recommended third-party managers.

Other Financial Industry Professionals

LWA uses third-party resources to help run its business and provide services to its clients, most of which are back-office related. LWA sources these professionals focusing on finding the highest value-add, lowest cost providers to service its clients, acting in a client's best interest with fiduciary responsibility. While LWA has developed a network of professionals (e.g., accountants, lawyers, and so forth), neither the adviser nor its Associates receive compensation in return for such use or referrals. A potential conflict of interest can exist between the interests of LWA, its Associates, and those of its advisory clients due to the above financial industry activities and affiliations. Clients are under no obligation to implement any recommended transactions and are not obligated to purchase any securities, insurance products, or otherwise from LWA or its Advisor Representatives.

Other Business Relationships

Outside of the relationship referenced herein, neither the adviser nor its management persons have any other material relationships or conflicts of interest with any financial industry participants. Under the adviser's policies and procedures, Associates must obtain pre-approval of any outside business activities they intend to engage. The adviser monitors for potential conflicts of interest between the Associates and their clients. Advisor Representatives must disclose such relationships in their Form ADV 2B - Brochure Supplements.

The practice of recommending or selecting other investment advisers (third-party managers) for our clients or making them aware of the other financial activities, affiliations, designations, relationships, and services presents a conflict of interest since LWA and its associated personnel may have a financial incentive to submit advisory clients to certain companies or services over others due to potential direct/indirect compensation received rather than client need. Likewise, persons associated with the affiliated companies or outside relationships can refer their non-advisory clients to the adviser. LWA addresses this conflict of interest by requiring Associates to always act in each client's best interests and fully disclose such relationships when making such recommendations. Associates satisfy this requirement by advising clients of the nature of the transaction or relationship, their role, and any compensation to be paid/received. Clients are under no obligation to act upon any recommendations or purchase any additional products or services offered.

Further, if they elect to act on any recommendation received, they are under no obligation to place the transaction through the Adviser. The client may act on recommendations received by placing their business and securities transactions with any brokerage firm or third party. LWA makes no assurance that the above-referenced products or services are available at the lowest available cost. Clients may obtain the same products or services at a lower price from other providers. The ultimate decision to retain products or services remains at the client's discretion.

Additional details of how LWA mitigates conflicts of interest can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics. LWA's Code is available for review free of charge to any client or prospective client upon request.

Code of Ethics

As a registered investment adviser, LWA has a statutory duty to oversee its Supervised Personnel ("Associates") investment advisory activities who act on its behalf. The adviser holds its Associates to a very high standard of integrity and business practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm.

In keeping with this fiduciary obligation, the adviser has adopted a Code of Ethics to set forth standards of conduct expected of Associates that apply to all Associates. The Code of Ethics covers various topics, including general ethical principles, reportable securities, reporting personal securities trading, exceptions to reporting securities trading, private placements, initial public offerings, reporting ethical violations, distributing the Code of Ethics, reviewing and enforcement processes, and amendments to Form ADV and supervisory procedures. It also outlines and prohibits certain activities deemed to create conflicts of interest (or at least the potential for or the appearance of such a conflict) and imposes upon Associates a duty to deal fairly and always act in the best interest of its clients, including the obligation to:

- render disinterested and impartial advice,
- make suitable recommendations to clients within the context of the total portfolio, given their needs, financial circumstances, investment objectives,
- exercise a high degree of care to ensure that all material facts are disclosed to clients,
- ensure adequate and accurate representations of its business and other information about the adviser's services and investment recommendations are presented to clients,
- disclose any conflicts of interest, and
- promote fair, ethical, and equitable practices.

Associates must conduct all advisory activities in compliance with applicable federal and state securities laws, rules, and regulations, including applicable laws of foreign jurisdictions and firm policies and procedures adopted (or that may be adopted in the future). Per the Code of Ethics, the firm and its Associates must always ensure that the clients' needs come first.

Upon employment or affiliation and at least annually after that, all Associates must sign an acknowledgment that they have read, understand, and agree to comply with the firm's Code of Ethics. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations— or suspected violations of the Code of Ethics promptly to the Chief Compliance Officer and/or Senior Management. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. A copy of our Code of Ethics Policy is available for review free of charge to any client or prospective client upon request.

Personal Trading By Associates

LWA recognizes that the individual investment transactions of members and Associates of the adviser demand the application of a high Code of Ethics and require all such transactions to be carried out in a way that does not endanger the interest of any client. At the same time, LWA believes if the investment goals of clients and firm members are similar, it is logical and even desirable that there be common ownership of some securities.

To further prevent conflicts of interest in this area, LWA has instituted within its Code of Ethics a "Personal Trading Policy," which consists of personal trading and pre-clearance procedures for personal account transactions effected by Associates and a transaction reporting system to monitor compliance with this policy. The firm's Code of Ethics also includes policies and procedures to address insider trading, other personal securities transactions, and many other essential safeguards required of its Associates. Upon employment or affiliation and at least annually after that, Associates must sign an acknowledgment stating they have read, comprehend, and agree to comply with its Code of Ethics. And execute an affirmation stating they will conduct business in an honest, ethical, and fair manner, avoiding all circumstances that might negatively affect or appear to affect its duty of complete loyalty to all clients.

LWA or persons associated with our firm may buy or sell securities that we recommend to you or securities in which you are already invested; at the same time, we buy or sell such securities for our own account. This act can allow them to buy or sell the same securities before or after, suggesting them to clients, profiting from the recommendations provided. We may also combine our securities orders with client orders to purchase securities ("aggregated trading"). A conflict of interest exists in such cases because we have the ability to trade ahead of clients and potentially receive more favorable prices than they will receive. To eliminate this conflict of interest, LWA's allocation and aggregation process require fair and equitable treatment of all client orders. Our policy is that neither our firm nor persons associated with our firm shall have priority over client accounts in the purchase or sale of securities; we will always transact client business before their own when similar securities are being bought or sold and document any transactions that could be construed as a conflict of interest, per firm procedures.

LWA does not recommend that clients buy or sell any security in which a related person to the adviser has a material financial interest.

LWA does not permit insider trading and has implemented procedures to ensure Associates are observing its policy regarding insider

trading. Associates are aware of the rules regarding material non-public information and insider trading and seek to ensure that they do not benefit personally from the short-term market effects of their recommendations to clients. Associates may buy or sell specific security for their accounts based on personal investment considerations, which the adviser does not deem appropriate to buy or sell for clients. In all cases, transactions are affected based on the client's best interests.

Questions about this topic may be addressed directly with the adviser's Chief Compliance Officer. Additional details of how LWA mitigates conflicts of interest can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics, which is available for review free of charge to any client or prospective client by contacting us directly.

Review of Accounts

LWA has a fiduciary duty to reasonably determine that clients' investment advice or services are suitable. LWA's Advisor Representatives will evaluate accounts per the below schedule. The firm's Salesforce Supervisor (the CCO) monitors daily trading activity and supervises Associate conduct, including front-line client trading and client account servicing, to confirm LWA's policy of making tailored investment decisions in the client's best interests is met based on the client's disclosure of their current financial situation and investment needs, and to verify adherence to the account stated client investment policies and risk tolerance levels and IPS, if applicable to the type of account opened. The adviser's Senior Management Team maintains overall supervision for firm activities.

Frequency of Account Reviews & Review Triggers

LWA utilizes leading-edge portfolio management software and exception reporting to continuously manage and monitor client accounts. Account deviations from determined asset allocation parameters and additions or withdrawals of individual securities from the defined model can trigger a review.

Advisor Representatives are required to maintain current information about each client. For those clients to whom LWA provides **investment supervisory services**, account reviews will occur annually, quarterly, periodically, and as needed. **Third-party management program services** managers have internal procedures in place, as described within their TPM Program Agreement and other account opening documents, to conduct periodic reviews of client accounts within the Program's platform to safeguard portfolios, allocations, and activities consistent with client objectives and risk parameters. Clients should consult their Program Agreement for exact details.

Advisor Representative Reviews

Annually, at a minimum, LWA's investment professionals are obligated to extend to clients the opportunity to discuss their account(s) and will document an extensive review of each account's investment policy statements at the meeting, including any updates or changes to a client's financial situation, goals, and objectives and confirm/check suitability profiles. A discussion will occur regarding financial circumstances changes and the investment profile to maintain equilibrium with stated investment objectives, fluctuations that may have occurred in objectives, and any needed modifications to the client's imposed restrictions on account management or if new reasonable account restrictions should occur.

Quarterly reviews will occur consistent with investment strategy and performance, among other things. More frequent reviews are made to detect trading irregularities and unusual positions, evaluate securities for investment, confirm the continued appropriateness of asset allocation and security selection decisions, and verify the correct execution of account transactions. Or as triggered by clients' requests, material market, economic or political events, or changes in the client's financial situations such as retirement, termination of employment, physical move, or inheritance.

Periodic reviews of client accounts can be triggered by changes in an account holder's financial situation, such as retirement or termination of employment, physical moves or relocations, receipt of an inheritance, or changes in personal, tax or financial status. Reviews are triggered by material market, economic or political, macroeconomic, or company-specific events.

Clients do not require account establishment or review to participate in **financial planning, hourly or educational seminars and workshop services**.

Firm Reviews

The Chief Compliance Officer and Senior Management will also periodically review representative samples of select client accounts to identify issues or activities that may require further research and action. During such reviews, the firm will use various analysis tools to aid them in assessing. A series of surveillance, exception, trading reports or any combination of these and other review methods will help facilitate the examination. Reviews are based on the client's investment objectives, risk tolerance, financial and personal profile, or any above and other considerations. Supervisory review of accounts can also include general account activity and other

triggering factors such as fees charged, performance, products used or securities concentration, and any other triggering factors as determined appropriate for analysis by the reviewing party.

We will provide you with additional or regular written reports in conjunction with account reviews. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. And you will receive trade confirmations and monthly or quarterly statements from your account custodian(s).

Content & Frequency of Regular Reports Provided to Clients

At the time of account inception, **investment supervisory services, ERISA, retirement, employee benefit plan and pension consulting services and wrap fee program services**, clients will direct their custodian to send them statements at least quarterly reflecting all account transactions that occurred during the previous reporting period and provide LWA duplicate copies of all periodic statements and other reports for the account the custodian sends to the client. Custodial quarterly reports will describe all activity in the account during the preceding quarter, including holdings, all account transactions, contributions, withdrawals, fees and expenses, and the account value at the period beginning and end. Statements may also include performance, other pertinent, appropriate information, and documents necessary for tax preparation. Statements will be sent to the address provided by the client to the Adviser or such different address to which the client may request in writing they be sent. Clients can also receive periodic reports from LWA and additional information if a supplementary review is requested. These reports will provide the client with a comprehensive overview of the account's market valuation, relative market performance, and success in achieving its investment objectives.

According to the TPM's Program Agreement, accounts managed by LWA's **third-party management program services** will generally receive reports directly from their TPM Program manager, including relevant account and market-related information. Each month clients participating in this service will receive either a written statement or electronic notice via established secure online access from their TPM custodian alerting them to statement availability, detailing all account activity. Clients should consult their Program Agreement for exact details.

LWA urges clients to promptly review any statements they receive directly from their custodian or otherwise upon receipt to ensure account transaction accuracy. Clients should also compare their account(s) ' investment performance against the appropriate benchmark as applicable to the type of investments held in the account and any periodic report or information received from us. The reports received from LWA may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of securities.

LWA encourages clients to ask questions about their assets' custody, safety, security, or any statements received and report inconsistencies. If a client believes there are any inaccuracies, statement inconsistencies or discrepancies in any reports received, or if they do not understand the information reflected in any document received, they should promptly, and in all cases before the next statement cycle, report their concerns to us. Unless the client indicates otherwise, by promptly notifying LWA in writing of concerns regarding statements received, investments LWA makes in line with their stated investment objectives or on their behalf shall be deemed to conform with the client's investment objectives.

After the initial report delivery and completion of services, **financial planning services** clients will receive reports summarizing LWA analysis and conclusions as requested by the client or otherwise agreed to in writing.

Clients will not receive regular reports with **hourly advisory services** or **educational seminars and workshop services**.

Client Referrals & Other Compensation

Client Referrals

LWA receives client referrals, which may come from current clients, estate planning attorneys, accountants, Associates, personal friends of Associates, and other similar sources. Neither the adviser nor any related person has any arrangement, either oral or in writing, wherein it directly or indirectly provides compensation for these referrals (i.e., where it is paid cash by or receives some economic benefit, including referral fees or any form of remuneration, commissions, equipment, or non-research services, from a professional or non-client about advising clients), outside of the benefits noted herein.

Other Compensation

LWA receives an economic benefit from its custodians in the form of the support products and services it makes available to us, and other independent Investment advisers that have their clients maintain accounts at such custodians. These products and services, how they benefit us, and the related conflicts of interest are described herein. The availability to LWA of custodial products and services is not based on the adviser giving particular investment advice, such as buying particular securities for our clients.

Preferred Custodian Benefits

In addition to compensating LWA for portfolio management and other services to clients, the Wrap Fees clients pay the adviser allow LWA to pay Schwab for the brokerage services it provides to clients. The fees paid to Schwab consist primarily of asset-based fees assessed on the total assets (including stocks, mutual funds, bonds, and cash) in all our clients' Wrap Fee Program accounts maintained at Schwab.

In addition to the asset-based fee described above, our firm pays Schwab certain other fees that it would otherwise charge to clients. These fees may include (a) flat dollar per trade fees for Schwab's prime brokerage and trade away services (through which our firm can have trades for client accounts at Schwab executed by broker-dealers other than Schwab), (b) transaction-based fees imposed on Schwab by regulatory organizations and exchanges and fees to offset processing costs incurred by Schwab for the exchange of securities for equity, options or other covered security sell transaction, and (c) short-term redemption fees on no-transaction-fee mutual funds (including, but not limited to, those available through Schwab).

Products & Services Available from Schwab

As noted within Item 4: Services, Fees & Compensation, and to expand upon that section, the adviser's preferred custodian is in the business of serving independent investment advisory firms like LWA. They provide the adviser and clients with access to its institutional brokerage – trading, reporting, custody, and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help manage or administer our client accounts, while others help manage and grow our business. Schwab's support services are usually available on an unsolicited basis (our firm does not have to request them) and at no charge. The accessibility of Schwab's products and services is not based on us giving certain investment advice, such as buying particular securities for our clients.

A more thorough description of Schwab's support services follows:

Services that Benefit Clients

Schwab's institutional brokerage services include access to a broad range of investment products, executing securities transactions, and custody of client assets. Schwab may also aid in paying fees associated with the custodial transfer. The investment products available through the custodian include some to which our firm might not otherwise have access or that would require a significantly higher minimum initial investment by clients. The Schwab services described herein generally benefit clients and their accounts.

Services that May Not Directly Benefit Clients

Schwab also makes available other services and products benefiting our firm but may not directly benefit clients or their accounts. These products and services assist in managing and administering our client accounts. They include investment research, both Schwab's and that of third parties. This research may be used to service all or some substantial number of client accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provides access to client account data (such as account statements and duplicate trade confirmations),
- facilitates trade execution and allocates aggregated trade orders for multiple client accounts,
- provides pricing and other market data,
- facilitates the payment of advisory fees from client accounts, and
- supports back-office functions, client reporting and recordkeeping.

Services that Generally Benefit Only Our Firm

Schwab offers other services intended to help manage and further develop our business enterprise. These services include:

- marketing, educational events, conferences,
- compliance, legal, business, and technology consulting,
- publications and lectures/conferences on business succession and practice management, and
- access to insurance providers, employee benefits providers, and human capital consultants.

Clients should be aware that the adviser's receipt of economic benefits noted herein from their preferred custodian creates a conflict of interest in that we have a financial incentive to recommend our preferred custodian's custody services to our clients. These benefits may influence the choice of a broker-dealer over another broker-dealer who may not furnish similar software systems support or services. Notwithstanding our agreement with Charles Schwab and irrespective of direct or indirect benefits our clients receive, we believe that our preferred custodian provides quality execution services based on several factors, including, but not limited to, the ability to provide professional services reputation, experience and financial stability.

LWA strives to enhance the client experience, help clients reach their goals and put client interests before that of the firm or Associates.

Financial Information

Balance Sheet

LWA neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, it does not need to include a balance sheet with this Brochure.

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

As an advisory firm, LWA must disclose any financial conditions that are reasonably likely to impair its ability to meet its contractual obligations. On May 8, 2020, in response to circumstances brought about by recent COVID19 conditions, the adviser obtained a \$71,200 Paycheck Protection Program ("PPP") loan for financial assistance to aid in the payment of the salaries of employees who are primarily responsible for performing advisory functions for the firm. Outside of the above, neither the adviser nor its management has any financial conditions that are likely to reasonably impair its ability to meet contractual commitments to referred investors. LWA has no additional financial circumstances to report.

Bankruptcy Petitions in Previous Ten Years

LWA has not been the subject of a bankruptcy petition.

ITEM 10: REQUIREMENTS FOR STATE-REGISTERED ADVISERS

LWA became an SEC-Registered Investment adviser effective May 20, 2011.

BUSINESS CONTINUITY PLAN

LWA has a Business Continuity Plan ("BCP") that provides detailed steps to mitigate and recover from the loss of office space, communications, services, or key people. The BCP covers natural disasters such as snowstorms, hurricanes, tornados, and flooding and human-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1-communications line outage, Internet outage, railway accident, and aircraft accident, among others. Electronic files are backed up daily and archived offsite. Alternate offices are identified to support ongoing operations in the event of significant business disruption if LWA's headquarters office is unavailable. LWA will observe the BCP process if a disaster dictates moving its office to an alternate location. A complete copy of LWA's Business Continuity Plan is available by contacting us directly at 858.459.1101 or at www.laurelwa.com.

INFORMATION SECURITY PROGRAM

LWA maintains an Information Security Program to reduce the risk that clients' personal and confidential information is breached. Please contact us directly at 858.459.1101 with any questions regarding this Program.

PRIVACY PRACTICES

Like all providers of personal financial services, investment advisers are now required by law to inform their clients of their policies regarding the privacy of client information. Investment advisors have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law, and client privacy, professional ethics, and the ability to provide clients with quality financial services have always been very important to us.

LWA collects non-public personal information about clients provided to the adviser or obtained with client authorization. Therefore, we have always protected the privacy of our clients and will continue to do so for both current and former clients. We will not disclose the non-public personal information obtained during our advisory practice except as required or permitted by law for current and former clients. *(Permitted disclosures include, for instance, providing information to Associates and, in limited situations, to unrelated third parties who need to know that information to assist the adviser in providing services to clients. In all such cases, LWA stresses the confidential nature of the data shared.)*

LWA retains records relating to professional services provided to better assist clients with their professional needs and, in some cases, to comply with professional guidelines. To guard such non-public personal client information, we have implemented physical, electronic, and procedural safeguards that adhere to the firm's professional standards. Clients are encouraged to contact us directly if they have any questions or concerns regarding our privacy practices.