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MANAGER ACCESS SELECT ACCOUNT AGREEMENT

This Account Agreement ("Agreement") is entered into by and among LPL Financial LLC ("LPL"), a registered investment advisor and broker-dealer, the registered investment advisor firm indicated in Section V of the Account Application attached hereto ("Advisor"), the client indicated in Section I of the Account Application ("Client"), and, if applicable, the portfolio manager indicated in Section VI of the Account Application, a registered investment advisor ("SMA Portfolio Manager"). Within the Manager Access Select program ("Program"), LPL offers two alternatives – the Separately Managed Account Platform (the "SMA Platform") and the Model Portfolio Platform (the "MP Platform" and together with SMA Platform, the "Platforms") – through which clients may invest. Client desires to open an account ("Account") with LPL and Advisor for the purpose of participating in either the SMA Platform or the MP Platform. A description of the services to be provided and the parties providing the services are set forth below.

1. MANAGER ACCESS SELECT PROGRAM, THE PLATFORMS AND SERVICES

A. GENERAL

Advisor will obtain the necessary financial data from Client, assist Client in determining the suitability of the Program, assist Client in setting an appropriate investment objective, and assist client in selecting either (i) a SMA Portfolio Manager to manage the Account, or (ii) an investment strategy implemented by LPL using a model portfolio ("Model Portfolio") provided by LPL's Research Department or a third-party investment advisor ("Model Advisor").

Client understands that the investment objective selected for the Account in the Application is an overall objective for the entire Account and may be inconsistent with a particular holding and the Account's performance at any time. Client understands that achievement of the stated investment objective is a long-term goal for the Account. Advisor will initiate the steps necessary to open the Account and be available on an ongoing basis to receive deposit and withdrawal instructions, to monitor the Account, and to convey to LPL or the SMA Portfolio Manager, as applicable, any changes in Client's financial circumstances or investment objectives. A separate Program account will be established for each SMA Portfolio Manager or Model Portfolio selected and, each Account will be managed independently of any other Program accounts of Client.

Client appoints LPL to serve as custodian of the assets in the Account. During any month that there is activity in the Account, Client will receive a monthly account statement showing account activity as well as positions held in the Account at month end. If Client so elects in the Application, Client will not receive a confirmation of the transactions that occur in the Account, and confirmation details for the transactions will be displayed on the Account statement. In such case, Client may request to receive confirmation statements by contacting their Advisor and may rescind the election at any time upon written notice to LPL. Client will also receive detailed performance information describing account performance, positions and activity.

The minimum account size is \$50,000 for the Program, but can be higher depending on the particular SMA Portfolio Manager strategy or Model Portfolio selected. The minimum account size is subject to waiver by LPL in the case of the MP Platform, or upon the mutual consent of LPL and SMA Portfolio Manager in the case of SMA Platform. Client may deposit cash additions into the Account at any time in a minimum amount of \$1,000, but such deposits may remain in cash until certain conditions are met, including conditions related to trade size and position deviation from the target allocation. If previously purchased securities are deposited and subsequently liquidated (e.g., because they are not included as investments in the selected strategy or Model Portfolio), the cash proceeds from such liquidation will be invested in the same manner as described for cash additions. Client may withdraw Account assets on notice to Advisor, subject to Section 8 below. In the event Client withdrawals cause the Account asset value to fall below the required minimum, Client understands this Agreement may be subject to termination. Client understands that the Account is designed as a long term investment vehicle and that asset withdrawals may impair the achievement of Client's investment objectives.

In the case of the MP Platform, LPL may accommodate requests by Client or Advisor to have all or a portion of the assets in the Account remain allocated to cash for a period of time. Client acknowledges that such customized portfolio requests, and liquidation requests in connection with withdrawals may take up to 5 business days to process, and, in certain circumstances,



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may take longer. In order to permit trading in a tax-efficient manner, Client further expressly grants LPL or SMA Portfolio Manager the authority to select specific tax lots when liquidating securities within the Account.

In no event will LPL or a SMA Portfolio Manager be obligated to effect any transaction for Client which it believes would violate any applicable state or federal law, rule or regulation, or of the rules or regulations of any regulatory or self-regulatory body.

Notwithstanding any other provision of this Agreement to the contrary, Client understands that, although the Account may be open, the obligations of LPL, Advisor and SMA Portfolio Manager or Model Advisor, as applicable (the "Advisory Parties") to provide advisory and management services under this Agreement shall not begin until Account paperwork has been accepted by LPL and, exclusively for SMA Platform Accounts, SMA Portfolio Manager at its home office as being in good order. Acceptance of the Account will generally occur within 15 business days, but can take longer in certain circumstances, from the day completed paperwork is provided to Advisor.

Other than as described in Section 16, SMA Portfolio Manager (if applicable), Advisor and LPL are not authorized to withdraw or transfer any money, securities, or property either in the name of Client or otherwise.

LPL reserves the right to accept, reject or renew this Agreement in its sole discretion and for any reason.

B. SMA PLATFORM

Under the SMA Platform, Client authorizes SMA Portfolio Manager to purchase and sell on a discretionary basis securities pursuant to an investment objective chosen by Client. The SMA Portfolio Manager will direct the investment and reinvestment of the assets in the Account, in accordance with the information provided by Client in the Application. The SMA Portfolio Manager will execute the Application acknowledging its receipt and agreeing to manage the Account investments on a discretionary basis in accordance with the information contained in the Application, subject to Client meeting the minimum account and strategy size. The SMA Portfolio Manager will have discretion to invest among a broad variety of security types, including but not limited to equities, fixed income securities, options, mutual funds, closed-end funds, and exchange-traded funds ("ETFs").

If Client invests through the SMA Platform, Client hereby appoints the SMA Portfolio Manager identified on the Application to manage the Account. In connection therewith, Client directs SMA Portfolio Manager to initiate transactions through LPL as broker-dealer on Client's behalf in accordance with the terms of the trading authorization set forth below. Client hereby grants SMA Portfolio Manager complete and unlimited discretionary trading authorization with respect to the purchase and sale of securities in the Account. Client hereby appoints the SMA Portfolio Manager as his or her agent and attorney-in-fact with respect to this trading authorization. LPL and Advisor shall not act on a discretionary basis in relation to the Account. This trading authorization is a continuing one and shall remain in full force and effect and be relied upon until terminated in writing to SMA Portfolio Manager and until LPL has received a copy of a written termination notice, which writing will be deemed to terminate this Agreement effective upon receipt by SMA Portfolio Manager and LPL.

C. MP PLATFORM

Under the MP Platform, Client authorizes LPL to purchase and sell securities on a discretionary basis pursuant to investment objectives chosen by Client. LPL will direct the investment and reinvestment of the assets in the Account, in accordance with the information provided by Client in the Application and in accordance with the Model Portfolio selected for the Account. Certain of the Model Portfolios are provided by LPL's Research Department, rather than a third party Model Advisor. LPL will have discretion to invest among a broad variety of security types, including but not limited to equities, fixed income securities, options, mutual funds, closed-end funds, and ETFs.

If Client invests through the MP Platform, Client hereby appoints LPL to manage the Account and to invest based on the Model Portfolio designed by the Model Advisor and selected by Client. In connection therewith, Client understands that transactions will be executed through LPL as broker-dealer on Client's behalf in accordance with the terms of the trading authorization set forth below. Client hereby grants LPL complete and unlimited discretionary trading authorization with respect to the purchase and sale of securities in the Account. Client hereby appoints LPL as his or her agent and attorney-in-fact with respect to this



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trading authorization. This trading authorization is a continuing one and shall remain in full force and effect and be relied upon until terminated in writing to LPL.

Client understands that LPL is expected to closely track the Model Portfolio, applying discretion only to redress particular Account issues, including tax loss harvesting, rebalancing, tracking error from the Model Portfolio, following customized requests, and to implement investment restrictions placed on the Account. In addition, there may be limited instances where LPL may not be able to execute specific transactions recommended by the Model Advisor, for example, LPL may not execute small trades. Client authorizes LPL to appoint from time to time other Model Advisors to take discretion over a portion of the Account managed according to that Model Advisor's Model Portfolio.

Client may provide LPL with instructions to not purchase certain equity securities, specific industries, specific sectors, and certain pre-defined categories (e.g., "sin" stocks). In the event that client restrictions prevent the investment in certain securities otherwise recommended by a Model Advisor, assets generally will be invested pro-rata across the remaining securities in the Model Portfolio. Client understands that such restrictions will not apply to any mutual funds, ETFs or fixed-income securities that may be held in the Account. Client also understands that restrictions placed on the Account may affect the performance of the Account and that LPL may choose not to accept an account with restrictions that are inconsistent with its chosen investments or those recommended by the Model Advisor.

2. PROXIES, CORPORATE ACTIONS AND PROSPECTUS DELIVERY

In the case of the SMA Platform, the SMA Portfolio Manager shall be responsible, except to the extent otherwise permitted by law, for voting proxies and exercising corporate actions solicited by, or with respect to, the issuers of any securities held in the Account. In the case of the MP Platform, LPL shall be responsible, except to the extent otherwise prohibited by law, for voting proxies or exercising corporate actions solicited by, or with respect to, the issuers of any securities held in the Account. However, Client may expressly retain the right and obligation to vote any proxies relating to securities held in the Account, provided Client provides prior written notice to LPL, and in the case of the SMA Platform, to the SMA Portfolio Manager and LPL.

Under the SMA Platform, Client hereby designates SMA Portfolio Manager, as the investment adviser with investment discretion on the Account, to receive all prospectuses, annual reports and disclosure statements for securities held in the Account. Under the MP Platform, Client hereby designates LPL, as a broker-dealer and investment advisor with investment discretion, to receive all prospectuses, annual reports, and disclosure statements for securities held in the Account. Client retains the right to rescind this designation by notifying LPL in writing. Client may request prospectuses and reports from Advisor.

None of LPL, Advisor, or any SMA Portfolio Manager shall be obligated hereunder to render any advice or take any action on behalf of Client with respect to securities or other investments held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies. Client hereby retains the right and obligation to take such action relating to securities held in the Account.

3. CLIENT AUTHORITY/ERISA AND RETIREMENT ACCOUNTS

If Client is a corporation, the party executing this Agreement on behalf of Client represents that execution of this Agreement has been duly authorized by appropriate corporate action, and the party executing the Agreement has the authority to enter into this Agreement on behalf of corporation.

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA"), of (i) an employee benefit plan subject to the fiduciary provisions of ERISA (an "ERISA Plan"), (ii) a "plan" within the meaning of Section 4975(e) of the Internal Revenue Code of 1986 (the "Code"), (iii) any entity whose assets are treated as "plan assets" for purposes of ERISA or Section 4975 of the Code (a "Plan Asset Entity"), or (iv) a plan, trust or entity subject to laws similar to the fiduciary duty provisions of ERISA or the prohibited transaction rules under Section 4975 of the Code (each of the foregoing, including any related trust or funding vehicle, a "Plan" and, collectively, "Plans"), such trustee or other fiduciary ("Responsible Plan Fiduciary") represents and



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warrants that Client's participation in the Program is permitted by the relevant governing instrument of such Plan and laws applicable to such Plan, and that Client is duly authorized to enter into this Agreement on behalf of such Plan.

If Client is an ERISA Plan or a Plan Asset Entity holding assets of one or more ERISA Plans, Client additionally represents and warrants that the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined under ERISA) who has power under the ERISA Plan(s) to appoint LPL, Advisor and SMA Portfolio Manager (if applicable) to provide the services under this Agreement. If Client is an ERISA Plan or a Plan Asset Entity holding assets of one or more ERISA Plans, Client shall obtain and maintain during the term of this Agreement any bond required by ERISA or other applicable law with respect to fiduciaries and shall include LPL, Advisor and SMA Portfolio Manager (if applicable) within the coverage of such bond.

If the Account is being managed for a particular participant in a Plan (a "Self-Directed Account"), the term Client as used in this Agreement refers to the Responsible Plan Fiduciary and the participant, and both the Responsible Plan Fiduciary and participant must sign the Account Application. In the case of a Self-Directed Account, Client represents to LPL that the Plan's governing documents (including any applicable adoption agreement) and laws governing the Plan permit the participant to self-direct his or her investment of all assets in the Account. If LPL, Advisor or SMA Portfolio Manager (if applicable) receives instructions from participant, rather than from the Responsible Plan Fiduciary or its designee, such as a trustee, plan administrator or other delegate, Client represents that the Plan's governing documents, including any procedures established by the Responsible Plan Fiduciary, and laws governing the Plan permit the participant to provide instructions directly to LPL, Advisor and SMA Portfolio Manager (if applicable).

In the case of a Self-Directed Account, although the Plan's governing documents allow participant to direct investments of the Account, the Plan trustee(s) remains the legal owner of the assets in the Account, and the rules regarding withdrawals, contributions and other actions are primarily governed by the Plan documents, including any related trust agreement. If participant is entitled to a distribution or withdrawal from the Account, and the Responsible Plan Fiduciary directs us accordingly, Client is aware that an LPL distribution/withdrawal request will need to be authorized by the Responsible Plan Fiduciary in addition to participant's authorization requesting the transaction. If participant invests through this Account, in place of designated investment options as may be provided by the Responsible Plan Fiduciary under the Plan, if applicable, Client acknowledges that the services (including investments) under this Agreement may be different, and the fees may be higher, than if participant invested through those designated Plan investment options. Client understands that the investment objective for this Account will be based on the investment objective of the participant as provided in the Account Application, and generally will be different from the investment objectives of other Plan accounts for different participants of the same or different Plans.

LPL provides its advisory services under this Agreement as an investment advisor under the Investment Advisers Act of 1940 (the "Advisers Act"). To the extent that the SMA Portfolio Manager or LPL has or exercises discretionary authority under this Agreement with respect to the management of assets of (or otherwise provides "investment advice" under this Agreement as defined under Section 3(21) of ERISA or Section 4975 of the Code), the SMA Portfolio Manager and LPL each acknowledges that it will be deemed a "fiduciary" as such term is defined under Section 3(21) of ERISA or Section 4975 of the Code, as applicable, with respect to such advisory services. LPL is not and does not act as a fiduciary with respect to Client's decisions to participate in the Program, or to contribute to or withdraw assets from the Program. Client represents and warrants that it has made the decision to participate in the Program independently of LPL, that it will make decisions regarding whether to contribute to or withdraw assets from the Account independently of LPL, and that it has not relied, and will not rely, upon any advice provided by the LPL as a primary basis for any such decision. Client should consider whether to seek the advice of counsel or other independent experts as necessary. As discussed more fully above, SMA Portfolio Manager (if applicable), LPL and Advisor do not undertake to provide advisory services under this Agreement until the Account has been accepted by SMA Portfolio Manager (if applicable) and LPL.

Client agrees to advise LPL, Advisor and SMA Portfolio Manager (if applicable) of any event which might affect this authority or the validity of the Agreement. Client agrees to furnish LPL, Advisor and SMA Portfolio Manager (if applicable) with governing plan document as they shall reasonably request with respect to the foregoing.



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4. FEES AND CHARGES

As a participant in the Program, Client will pay an annualized fee (“Account Fee”). The maximum Account Fee is set forth in Schedule A attached hereto. The Account Fee is negotiable between Client and Advisor and is set out in the Account Application. The Account Fee is typically a straight percentage based on the value of all assets in the Account, including cash holdings. The Account Fee also may be structured on a tiered basis, with a reduced percentage rate based on reaching certain thresholds. The Account Fee is payable quarterly in advance. For purposes of calculating Account Fees and providing performance information as described in Section 1, the Account quarter will begin on the first day of the next calendar quarter after the Account is accepted by LPL and, exclusively for SMA Platform Accounts, SMA Portfolio Manager.

The initial Account Fee is due at the end of the month in which this Account is accepted by SMA Portfolio Manager and LPL and will include a prorated amount for the initial quarter. Subsequent Account Fees will be assessed at the beginning of each quarterly cycle thereafter and will be based on the value of the Account assets under management as of the close of business on the last business day of the preceding quarter (as valued by an independent pricing service, where available, or otherwise in good faith as reflected on Client’s performance report or statement) and based on the fee rate in effect at the time of assessment. At the time of a subsequent Account Fee assessment, the Account Fee will be adjusted for deposits and withdrawals during the prior quarter pro rata based on the asset value of the transaction and based on the fee rate in effect at the time of the assessment. If there is a change in the Account Fee rate negotiated between Advisor and Client during the quarter, the effective date of any increase or decrease will be at the beginning of the next quarterly cycle. All Account Fees will be deducted from the Account pursuant to the authorization granted under Section 16.

The Account Fee referenced in Schedule A includes all fees and charges for the services of SMA Portfolio Manager or Model Advisor, LPL, and Advisor, including brokerage commissions for transactions effected through LPL. Client understands that the Advisory Parties, in connection with the performance of their respective services, shall be entitled to and will share in the Account Fees payable hereunder.

A portion of the Account Fee is paid to the SMA Portfolio Manager in the case of the SMA Platform and the Model Advisor in the case of the MP Platform. The portion of the Account Fee paid to the SMA Portfolio Manager or Model Advisor may differ from the portion paid to another available for Client to select through the Program, and also may vary depending on which investment strategy or Model Portfolio is selected. Thus, the amount of the Account Fee retained by each of LPL and Advisor may be more or less depending on which SMA Portfolio Manager or Model Portfolio is selected by Client. Furthermore, if a SMA Portfolio Manager or Model Advisor does not charge a fee, the amount of the Account Fee retained by LPL and Advisor will be more.

In the case of the SMA Platform, SMA Portfolio Manager pays LPL a portion of the costs associated with the use of technology necessary for the SMA Portfolio Manager to perform its services under the Program.

Client also incurs charges imposed by third parties or LPL in connection with investments made through the Account, including, but not limited to, the following: mutual fund 12b-1, sub transfer agent, networking and/or omnibus processing fees, mutual fund management fees and administrative expenses, fees related to American Depository Receipts, other transaction charges and service fees, IRA and qualified retirement plan fees, administrative servicing fees for trust accounts, and other taxes and charges required by law or imposed by exchanges or regulatory bodies. LPL receives all or a portion of certain of these fees.

As an example of the foregoing, an industry-wide charge mandated by a regulator applies to sales of certain securities in the Account. The amount of this regulatory fee may vary over time, and because variations might not be immediately known to LPL, the amount may be estimated and assessed in advance. To the extent that such estimated amount differs from the actual amount of the regulatory fee, LPL retains the excess. These charges will be reflected on transaction confirmations and/or monthly statements.

Mutual funds charge a redemption fee if a redemption is made within a specific time period following the investment. The terms of any redemption fee will be disclosed in the fund’s prospectus. Decisions regarding the sale of mutual funds may be



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made by LPL, with regards to MP Platform Accounts, or by the SMA Portfolio Manager, with regards to SMA Platform Accounts, without regard to whether Client will be assessed a redemption fee.

Client authorizes LPL to deduct all Account Fees and any other fees or charges associated with the Account from the Account and such fees will be noted on Client's statements. Client acknowledges and agrees that if, LPL fails to pay SMA Portfolio Manager any fees (or portion thereof) when due because Client has failed to pay LPL fees owed under this Agreement, then Client will be responsible for remitting such unpaid fees directly to the SMA Portfolio Manager. With respect to MP Platform Accounts, LPL will retain a fee for its services as portfolio manager equal to 5 basis points of the value of the Account.

None of the Advisory Parties shall be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

Client acknowledges and agrees that the fees and charges in effect for the Account shall continue until thirty (30) days after LPL has notified Client in writing of any change in the amount of fees and charges applicable to the Account, at which time the new fees and charges will become effective unless Client notifies LPL in writing that the Account is to be closed.

6. CONFLICTS OF INTEREST

In the case of the MP Platform, all transactions will be executed through LPL, and Client directs that securities transactions for the Account be initiated through LPL. In the case of the SMA Platform, Client directs SMA Portfolio Manager to execute transactions through LPL, subject to the SMA Portfolio Manager's duty as an investment advisor to seek to achieve best execution. Client understands that an SMA Portfolio Manager may choose to place some or all trades for accounts with broker-dealer firms other than LPL ("trade away" or "step outs"). Some SMA Portfolio Managers have historically placed nearly all client trades with broker-dealer firms other than LPL for execution, in particular, if the SMA Portfolio Manager follows a fixed-income, foreign or small cap investment strategy. In addition, SMA Portfolio Managers may choose to trade away from LPL in order to aggregate all client transactions into one or more larger "block trades" that are executed through one broker-dealer. This practice may enable an SMA Portfolio Manager to obtain more favorable execution, including a more advantageous net price, than would otherwise be available if orders were not aggregated into a single "block trade." It may also assist the SMA Portfolio Manager in potentially avoiding an adverse effect on the price of a security which could result from simultaneously placing a number of separate, successive or competing client orders.

When securities transactions are effected through LPL, there are no brokerage commissions charged to the Account. If an SMA Portfolio Manager chooses to execute a transaction through a broker-dealer other than LPL, the execution price may include a commission or fee imposed by the executing broker-dealer. Client understands that Client will bear any such additional trading cost, in addition to the Account Fee paid to LPL. The additional expenses charged by the broker-dealer executing the transaction may include commissions, mark-ups, mark-downs or "spreads" paid to executing broker dealer firm. Additionally, if a foreign currency transaction is required, there may be foreign exchange or similar fees, including but not limited to fees for foreign ordinary conversion and creation of American Depositary Receipts ("ADRs") charged by third parties as well as foreign tax charges. In many cases, the commission, mark-up, mark-down or other additional expenses charged by the executing broker-dealer or third party will be embedded in the purchase or sale price of such transactions, as reflected on trade confirmations and custodial account statements provided by LPL. In evaluating whether to execute a trade through a broker-dealer other than LPL, an SMA Portfolio Manager will consider the fact that an account will not be charged additional expenses (such as a commission) if effected directly through LPL.

Client understands that LPL is not able to fully evaluate whether an SMA Portfolio Manager is meeting its best execution obligations when trading away, as it is not a party to such transactions and is not in a position to negotiate the price or transaction related charges with the executing broker. The responsibility to determine whether to trade away arises out of the SMA Portfolio Manager's individual fiduciary duty to clients and trading expertise. Additional information regarding equity trading away practices of SMA Portfolio Managers is available on LPL.com (see "Third-Party Portfolio Manager Trading Practices" on the "Disclosures" page).



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Client should consider whether or not the appointment of LPL as the broker-dealer may or may not result in certain costs or disadvantages to Client as a result of possibly less favorable executions. In particular, Client should understand that the Account may not be able to participate in block trades effected by an SMA Portfolio Manager or Model Advisor for its other accounts, which may result in a difference between prices charged to the Account and other accounts of SMA Portfolio Manager or Model Advisor. Clients should read and understand the disclosure in Form ADV Part 2 of the SMA Portfolio Manager or Model Advisor, available from Advisor upon request.

Client understands that, in the case of the SMA Platform, transactions in fixed income securities may involve mark-ups or mark-downs or other charges in addition to the Account Fee, and LPL may act as a principal on fixed income trades in the Account. In cases where LPL acts as a principal on fixed income trades, LPL receives additional compensation to the extent it is able to sell fixed income securities for a price higher than what it paid. This may result in higher costs and lower performance than Client would have otherwise received.

Client authorizes LPL, in the case of the MP Platform, or SMA Portfolio Manager, in the case of the SMA Platform, to aggregate transactions for Client with other clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. For partially filled orders on the MP Platform, LPL will generally allocate trades pro-rata or on some other basis consistent with the goal of treating all clients equitably over time.

Client should understand that the share class offered for a particular mutual fund through the Program in many cases will not be the least expensive share class that the mutual fund makes available. Client expressly waives LPL's duty of best execution in connection with purchases of such a share class, insofar as the recordkeeping and other expenses make it a more expensive share class than Client otherwise would be eligible to purchase had LPL chosen to make that share class available. Client understands that another financial services firm may offer the same mutual fund at a lower overall cost to the investor than is available through the Program.

Certain money market funds charge fees such as 12b-1 fees, which are received by LPL. The amount of 12b-1 fees is described in the money market's prospectus under fund expenses and is reflected on the fund's financial statements.

LPL has fee arrangements with investment advisors or distributors ("sponsors") of mutual funds, ETFs, alternative investment products, and structured products that are available for purchase in an Account, called revenue sharing. Under these arrangements, the sponsor pays LPL a fee based on the amount of client assets invested in the sponsor's funds or products, and LPL provides marketing support to the sponsor and allows the sponsor to access LPL representatives so that the sponsor can promote such funds or products. Client understands that this type of arrangement gives LPL a financial incentive to have LPL clients invest in participating funds or products instead of those whose sponsors do not make such payments to LPL.

In connection with servicing the Account, Client acknowledges and agrees that Client will be charged by LPL certain incidental miscellaneous fees and charges. These fees are set out in the Miscellaneous Account and Service Fees Schedule attached hereto. These fees include, for example, an annual IRA maintenance fee and an account termination fee for processing a full account transfer to another financial institution. LPL also makes available a current list of these fees on its website at www.lpl.com. These fees are not directly based on the costs of the transaction or service by LPL, may include a profit to LPL, and certain of the fees may be lowered or waived for certain customers. These fees are subject to change at the discretion of LPL. Client will be notified of these charges and any changes through information provided with periodic statements for the Account.

No agency cross transactions (as such term is defined in Rule 206(3)-2(b) under the Investment Advisers Act of 1940, as amended ("Advisers Act")) for Accounts shall be effected by LPL or SMA Portfolio Manager.

LPL credits to the Account funds belonging to Client such as dividends, interest, redemptions, and proceeds of corporate reorganizations on the day such funds are received by LPL. These funds come to LPL from issuers and various intermediaries in which LPL is a participant, such as the Depository Trust Company ("DTC"). Information regarding when LPL credits the Account with funds due to the Account, when those funds are available to the Account, and/or when Client begins earning interest on the funds is available from LPL.



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Securities held in the Account which are in “street name” or are held by a securities depository, are commingled with the same securities held for other clients of LPL. Client ownership of these securities is reflected in LPL’s records. Client has the right at any time to require delivery of any such securities that are fully paid for. The terms of many bonds allow the issuer to partially redeem or “call” the issue prior to the maturity date. Certain preferred stocks are also subject to being called by the issuer. Whenever any such security being held by LPL is partially “called”, LPL will determine, through a random selection lottery process as prescribed by the DTC, the ownership of the securities to be submitted for redemption without regard to unsettled sales. In the event that such securities owned by Client are selected and redeemed, the Account will be credited with the proceeds. Should Client wish not to be subject to this random selection process, Client must instruct LPL to register and deliver the securities to Client. Delivery will be effected; provided, that Client’s securities are unencumbered or have not already been called prior to the receipt of Client’s instructions. If Client takes delivery of the securities, they are still subject to call by the issuer and they will no longer be considered assets in the Account for management purposes. The probability of one of Client’s securities being called is the same whether they are held by Client or by LPL for Client. Please refer to the LPL.com Disclosure webpage for information regarding LPL’s callable securities allocation process.

Consistent with the overriding principle of best execution for equities, LPL directs orders in equity securities to exchanges and market makers based on an analysis of their ability to provide rapid and quality executions. In an effort to obtain best execution for equities, LPL may consider several factors, including price improvement opportunities (executions at prices superior to the then prevailing inside market on OTC or national best bid or offer for listed securities).

If Client is a participant in an employer-sponsored retirement plan such as a 401(k) plan, and decides to roll assets out of the plan into the Account, Advisor has a financial incentive to recommend that Client invest those assets in the Account, because Advisor will be paid on those assets, for example, through advisory fees. Client should be aware that such fees likely will be higher than those a participant pays through a plan, and there can be maintenance and other miscellaneous fees. As securities held in a retirement plan are generally not transferred to the Account, commissions and sales charges will be charged when liquidating such securities prior to the transfer, in addition to commissions and sales charges previously paid on transactions in the plan.

Associated persons of Advisor may also be broker-dealer registered representatives of LPL. If an associated person of Advisor is a broker-dealer registered representative of LPL, that person is not acting in a brokerage capacity or on behalf of LPL in any way with respect to the services provided under this Agreement.

If Client is invested in the sweep money market fund (“Sweep Fund”), it may be managed by the same SMA Portfolio Manager or Model Advisor that Client has selected for the Account. If that is the case, Client hereby acknowledges and agrees that the SMA Portfolio Manager or Model Advisor receives fees under this Agreement and from the Sweep Fund with respect to Client’s assets invested in the Sweep Fund.

The participation of LPL’s Research Department as a Model Advisor under the MP Platform also gives rise to conflicts of interests because LPL has a financial incentive to select its internal team and further grow its assets under management. Although LPL does not charge a separate fee for its services as Model Advisor, as assets under management at LPL increase, the firm is able to achieve greater efficiencies and economies of scale with regards to the research and management services that it provides to clients. In addition, because LPL does not charge a fee for its services as Model Advisor, LPL and Advisor have a financial benefit if Advisor recommends a Model Portfolio designed by LPL’s Research Department (“LPL Research”), because LPL and Advisor will retain a greater portion of the Account Fee than if a Model Portfolio designed by an unaffiliated Model Advisor or if a SMA Portfolio Manager is selected.

Client understands that SMA Portfolio Manager, Model Advisor, LPL, Advisor and their affiliates may perform advisory and/or brokerage services for various other clients, and that each of the parties may give advice or take actions for those clients that differ from the advice given or the timing or the nature of any action taken for the Account. In addition, each of the parties may, but is not obligated to, purchase or sell or recommend for purchase or sale any security which each of the parties or any of their affiliates may purchase or sell for their own accounts or the account of any other client.



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Client also understands that cash awaiting investment or reinvestment will be invested in a money market mutual fund, insured cash account (“ICA”) or deposit cash account (“DCA”) and that certain fees and expenses shall be incurred in connection with the money market fund, ICA or DCA.

7. LIMITATION OF LIABILITY

None of SMA Portfolio Manager (exclusively in the case of the SMA Platform), LPL, Advisor, or their directors, employees, or affiliates shall not be liable for any loss incurred with respect to the Account, except where such loss directly results from such party’s negligence or willful misconduct.

Client acknowledges that SMA Portfolio Manager (exclusively in the case of the SMA Platform), LPL, Advisor and their employees are not agents of each other or of any of their affiliates, and that no party shall be liable for any act or omission of another party or their agents or employees. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws (or ERISA, where applicable).

Client further understands that there is no guarantee that Client’s investment objectives will be achieved and that past performance is not a guarantee of future results. SMA Portfolio Manager (if applicable), LPL and Advisor shall not have any liability for Client’s failure to inform LPL and Advisor in a timely manner of any material change in Client’s financial circumstances which might affect the manner in which Client’s assets are allocated, or to provide LPL and Advisor with any information as to Client’s personal and financial status as LPL and Advisor may reasonably request.

LPL shall not be liable for loss caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond LPL’s control.

LPL is a member of the Securities Investor Protection Corporation (“SIPC”). SIPC provides protection for the Account for up to \$500,000, including \$250,000 for claims for cash. The account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting www.sipc.org.

8. ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder; provided that LPL, SMA Portfolio Manager (if applicable), or Advisor may assign this Agreement upon consent of Client in accordance with the Advisers Act.

This Agreement may be terminated by any party effective upon receipt of written notice to the other parties (“Termination Date”). LPL will deliver securities and funds held in the Account as instructed by Client unless Client requests that the Account be liquidated. LPL will initiate instructions to deliver funds and/or securities within two weeks of Client’s written request. If the Account is liquidated as a result of a termination notice, LPL will have a period of 72 hours to begin liquidations unless special circumstances apply. Proceeds will be payable to Client upon settlement of all transactions in the Account. Client will be entitled to a prorated refund of any pre-paid quarterly Account Fee based upon the number of days remaining in the quarter after the Termination Date. Client understands and agrees that if this Agreement is terminated and Client does not provide instructions otherwise, the Account will be converted to a brokerage account, in which case Client agrees that the terms of the brokerage master account agreement shall govern the Account after conversion. Client understands that in a brokerage account, a commission is charged for each transaction and none of the SMA Portfolio Manager, LPL or Advisor has responsibility to provide ongoing advice with respect to the Account.

If the Account is closed within the first six months by Client or as a result of withdrawals which bring the Account value below the required minimum, LPL reserves the right to retain the pre-paid quarterly Account Fee for the current quarter or cancel and rebill all transactions in the Account at normal and customary brokerage commission rates, in order to cover the administrative cost of establishing the Account, which may include costs of transferring positions into and out of the Account, data entry costs



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in opening the Account, costs associated with reconciliation of positions in order to issue performance information, and costs of re-registration of positions.

In the case of an Account held by an individual, this Agreement shall terminate upon death of Client; provided, however, that the authority of LPL, Advisor and SMA Portfolio Manager (if applicable) under this Agreement shall remain in full force and effect until such time as LPL, Advisor and SMA Portfolio Manager (if applicable) have been notified otherwise in writing by the authorized representative of Client or Client's estate. Termination of this Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination.

9. CONFIDENTIALITY

LPL, SMA Portfolio Manager (if applicable) and Advisor will share information about Client, the Account and Client's participation in the Program with each other in order to provide the services contemplated by this Agreement. LPL, SMA Portfolio Manager (if applicable), and Advisor will keep Client information confidential and will not use or disclose it to others without Client's prior consent, except as described in their respective privacy policies.

Client acknowledges, understands and agrees that for our mutual protection, LPL may electronically record telephone conversations. Client agrees not to record any telephone conversation without express written authorization by LPL, Advisor and the individual(s) engaged in the conversation.

10. SEVERABILITY

If any provision of this Agreement shall be held or made nonenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

11. VALUATION

In computing the market value of any security or other investment in the Account, each security listed on a national securities exchange shall be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded unless closing price is not available. Any listed security for which closing price is not available and any other security or investment in the Account shall be valued in a manner determined in good faith by LPL to reflect fair market value.

For any assets purchased within the Account, the cost basis is the actual purchase price including transaction charges. For any assets transferred into the Account, the original purchase price is used as the cost basis to the extent such information was submitted to LPL by Client or a former service provider. It is Client's responsibility to advise LPL immediately if the cost basis information is portrayed inaccurately. Statement calculations and figures should not be relied upon for tax purposes.

12. GOVERNING LAW

This Agreement shall be construed under the laws of The Commonwealth of Massachusetts in a manner consistent with the Advisers Act and the rules and regulations of the Securities and Exchange Commission thereunder.

13. RECEIPT OF DISCLOSURE DOCUMENTS

Client acknowledges receipt of SMA Portfolio Manager's Form ADV, Part 2, in the case of the SMA Platform, Model Advisor's Form ADV, Part 2, in the case of the MP Platform, and LPL's Manager Access Select Program Brochure ("Brochure"). This Agreement, the Account Application, and the Brochure constitute disclosure required to be provided to an ERISA Plan under Rule 408(b)(2) under ERISA. Client understands the investment approach, related risk factors, and the fees associated with investing in an Account.



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14. ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may be amended by LPL upon thirty days' notice to all parties. To access the most current version of this Agreement please reference www.lpl.com. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement between Client and Advisor, the terms and conditions of this Agreement shall control with respect to the Program.

15. ACCOUNT APPLICATION

The Account Application, incorporated herein by reference and made a part of this Agreement, must be completed in full by Client and the accuracy of its contents is hereby acknowledged by Client. By signing the Account Application, Client and Advisor agree to the terms and conditions of this Agreement. Advisor and LPL may accept the Account electronically. Client further acknowledges that it is Client's responsibility to provide LPL and Advisor with updated information as necessary and that SMA Portfolio Manager, LPL, and Advisor have the right to rely on this information. Client acknowledges and agrees that the Account Application does not make or imply any guarantee to the attainment of your investment objective. Client agrees to promptly notify LPL in the event that his or her country of residence or citizenship status changes, and Client acknowledges and agrees that such notification may result in termination of his or her account by LPL under Section 8 above if LPL does not service accounts in the new jurisdiction.

Important information about procedures for opening this Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. Client is required to provide the following information, among other items, on the Account Application: name, address, date of birth and other information that will allow LPL to confirm Client's identity. In addition, Advisor may also ask to see a valid driver's license or other identifying documents.

16. AUTHORIZATION TO DEBIT ACCOUNT

Client hereby authorizes LPL to debit all fees and charges payable pursuant to Section 4 and any other fees or charges associated with Client's Account herein directly from the Account. It is agreed by Client, SMA Portfolio Manager (exclusively in the case of the SMA Platform), and LPL that the Account Fee will be payable, first, from free credit balances, if any, in the Account; second, from the liquidation or withdrawal (which Client hereby authorizes) by LPL of Client's shares of any money market fund or balances in any money market account; third, from funds in the insured cash account ("ICA") or deposit cash account ("DCA"), if applicable, and fourth, from the liquidation (which Client hereby authorizes) by LPL of any other securities or assets in Account. Client acknowledges that the liquidation of securities or assets as described in this Section may result in additional transactions and/or other fees or charges and may have tax consequences. Accounts may establish procedures to pay the Account Fee directly rather than through a debit to the Account. Any different method of billing Account Fees may result in the imposition of additional charges to cover the administrative costs of billing.

17. NOTICES AND COMMUNICATIONS

To the extent permitted by applicable law, notices and communications may be sent to Client through mail, overnight express delivery, or electronically, at LPL's or the Advisor's discretion. Notices and communications will be sent to the postal or electronic address ("E-Address") shown on the Account Application or at such other postal or E-Address as Client may hereafter provide to LPL and Advisors in accordance with procedures LPL may establish from time to time. The E-Address may be an e-mail address, other Internet address, fax number, or other electronic access address. To the extent permitted by applicable law, notices and communications will be deemed delivered when sent, whether actually received or not, even if LPL or Advisor has notice of non-delivery. Notices and communications posted to an online location by LPL or Advisor will be deemed to be delivered to, and received by, Client at the time that LPL or Advisor sends notice to Client in accordance with this Agreement that the notice or communication is posted online and available for review.



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LPL or Advisor may, at its option, send notices communications to Client electronically either:

- to Client's E-Address, or
- by posting the information online and sending Client a notice to Client's postal address or E-Address telling Client that the information has been posted and providing instructions on how to view it.

Client agrees that Client will notify LPL and the Advisor immediately in the event of a change to Client's postal address or E-Address.

All notices and communications to LPL or the Advisor must be provided in writing at LPL's or the Advisor's postal address, as applicable, and as such address may be updated by notice to the other parties from time to time. Any notice Client sends LPL or the Advisor will not be effective until actually received. Client assumes the risk of loss in the mail or otherwise in transit.

18. AUTOMATIC CASH SWEEP PROGRAM

By signing the Account Application, Client is selecting and agreeing to have cash balances in the Account transferred automatically into a sweep program, depending on the type of Account. Below is a summary of the general terms and conditions of the sweep programs offered by LPL.

The applicable sweep program will be implemented upon LPL's acceptance of the Account, as discussed above. Pending our acceptance, cash balances not otherwise invested at your direction will be held in the Account as a free credit balance, as discussed more fully below.

Multi-Bank Insured Cash Account ("ICA") or Deposit Cash Account ("DCA") Program General Terms and Conditions

If the Account is eligible for the ICA or DCA program, you hereby authorize and direct LPL to automatically deposit available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in the Account into interest-bearing Federal Deposit Insurance Corporation ("FDIC") insured deposit accounts ("Deposit Accounts") at one or more banks or other depository institutions (each, a "Bank"). In selecting the DCA program for your eligible Account, you agree that: you have independently chosen the DCA program for your Account, fees of LPL and the program administrator, as discussed below, are reasonable and appropriate for the services being provided under the program, you have reviewed the DCA Disclosure Booklet and you have not relied on the advice or recommendation of LPL in making this selection.

Eligibility. The ICA program is available for accounts of individuals, trusts, sole proprietorships and entities organized or operated to make a profit, such as corporations, partnerships, associations, business trusts, and other organizations. LPL may at its discretion deem an eligible person to be an ineligible person if LPL becomes aware that the person is prohibited as a matter of law from holding funds at the Bank. In the future, LPL may at its discretion, deem additional account types eligible for the ICA program. The DCA program is available only to IRAs including traditional, rollover, and Coverdell IRAs. Please consult Advisor for additional details concerning eligibility.

FDIC Insurance. Deposit Accounts available through the ICA program are eligible for insurance by the FDIC up to \$250,000 in principal and accrued interest per depositor (individual retirement accounts ("IRAs"), Roth IRAs, and certain other retirement accounts) in each insurable capacity (e.g. individual, trust, joint, etc.) per program bank. As your agent in the ICA program, LPL will place up to \$246,500 of available cash for an individual or trust account (\$493,000 for a joint account) into one bank. As your agent, LPL will place funds in excess of \$246,500 for an individual or trust account (\$493,000 for a joint account) at additional banks in the ICA program. If \$246,500 has been deposited for an individual or trust account (\$493,000 for joint accounts) at additional banks in the ICA program up to the current maximum deposit insurance determined by the programs current capacity, excess funds above the current maximum will be invested in a money market mutual fund. As your agent in the DCA program, LPL will place up to \$249,000 of available cash for an individual or trust account (\$498,000 for a joint account) into one bank. As your agent, LPL will place funds in excess of \$249,000 for an individual or trust account (\$498,000 for a joint account) at additional banks in the DCA program. If \$249,000 has been deposited for an individual or trust account (\$498,000 for joint accounts) at additional banks in the DCA program up to the current maximum deposit insurance determined by the programs current capacity, excess funds above the current maximum will be invested in a money market mutual fund. A



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prospectus for the money market fund is available from LPL upon request. To view the current maximum deposit insurance see the Current Interest Rate page for ICA or DCA (as applicable) on LPL.com. Cash invested in a money market mutual fund is not eligible for FDIC deposit insurance. Deposit Accounts are not protected by SIPC.

The ability of the ICA and DCA programs to sweep uninvested cash into Bank Deposit Accounts depends, however, on the capacity of the Banks to accept new deposits. In the ICA Program, if during our sweep process at the end of each day, your cash cannot be deposited into a Bank in which you have not exceeded your \$250,000, it may be swept into the Excess Banks (as denoted on the Priority Bank List) without limit on a temporary basis. If during our sweep process at the end of each day, your cash cannot be fully deposited into a participating Bank (including the Excess Banks), it will be automatically invested into a money market mutual fund the following business day just as it will be when your available cash exceeds the maximum level of available deposit insurance detailed earlier. When Bank capacity is restored, your funds are automatically moved from Excess Bank or the money market mutual fund into Deposit Accounts with the available Bank(s), subject to the maximum amount of FDIC insurance.

In the DCA Program, if during our sweep process at the end of each day, your cash cannot be fully deposited into a participating Bank, it will be automatically invested into a money market mutual fund the following business day just as it will be when your available cash exceeds the maximum level of available deposit insurance detailed earlier. When Bank capacity is restored, your funds are automatically moved from the money market mutual fund into Deposit Accounts with the available Bank(s), subject to the maximum amount of FDIC insurance.

Interest. In both the ICA and DCA Program, LPL will pay Client the same interest for the respective program as stated on LPL.com regardless of the Bank in which the Client deposits are held. Interest will accrue daily on balances from the day funds are deposited into a Bank through the business day preceding the date of withdrawal from that Bank. In the ICA program, interest will be compounded daily and credited monthly. In the DCA program, interest is credited to your account monthly (or when you close your account if done mid-month). This process is described in more detail in the ICA Disclosure Booklet or DCA Disclosure Booklet (as applicable) available from Advisor or on www.lplfinancial.lpl.com/disclosures. The interest rates paid are determined by the amount the Banks are willing to pay minus the fees paid to LPL and other parties for administering the program. The interest rates accruing on funds may change as frequently as daily without prior notice. The most up-to-date interest rates are found on www.lplfinancial.lpl.com/disclosures.

Fees. In the ICA program, LPL receives a fee equal to a percentage of the average daily deposit balance. The fee paid to LPL will be at an annual rate of up to an average of 400 basis points as applied across all ICA Deposit Accounts taken in the aggregate. In the DCA program, LPL receives a flat fee per account with the fee indexed to the Fed Funds Target (FFT) interest rate. If the Fed Funds Target interest rate is a range, the fee is determined by using the middle of the range rounded up to the nearest whole number. For details on how the fee is determined, please reference the DCA Disclosure Booklet available from Advisor or on www.lplfinancial.lpl.com/disclosures.

Tax Information. For most clients, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. A Form 1099 will be sent to Client each year showing the amount of interest income Client has earned on deposits in the Deposit Accounts. Client should consult with a tax advisor about how the ICA or DCA program, as applicable, affects Client.

Termination of Participation. You can terminate your Account's participation in the ICA or DCA program, as applicable, at any time without penalty, upon notice to LPL.

More Information. For more specific information about the terms and conditions of the ICA or DCA program, please see the ICA Disclosure Booklet or DCA Disclosure Booklet (as applicable) available from Advisor or on www.lplfinancial.lpl.com/disclosures.

Money Market Mutual Fund Sweep Program General Terms and Conditions

Eligibility. If the Account is not eligible for an ICA, or DCA, you hereby authorize and direct LPL to automatically invest available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) in shares of a money market mutual fund. If Account is a non-retirement account, and a specific sweep money market mutual fund is not otherwise directed by you, you



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hereby authorize LPL to direct the cash balances held in your Account to the J.P. Morgan U.S. Government Money Market Fund (unless you own a foreign account and then it will be the J.P. Morgan U.S. Treasury Liquidity Fund). Contact your Advisor to learn about the specific share class you will be invested in or to learn about other sweep money market mutual funds that may be available.

No FDIC Insurance. Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency. Although money market mutual funds seek to preserve a net asset value of \$1.00 per share, there is no guarantee that this will occur. LPL is a member of SIPC. For accounts held at LPL, SIPC provides account protection up to a maximum of \$500,000 per client, of which \$250,000 may be claims for cash. This account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in the market value of investments. More information on SIPC, including obtaining a SIPC Brochure, may be obtained by calling SIPC directly at (202) 371-8300 or by visiting www.sipc.org.

Fees. LPL receives compensation of up to 1.00% of LPL customer assets invested in the sweep money market mutual funds from the money market fund sponsor in connection with 12b-1 fees, recordkeeping fees and other compensation.

More Information. For more complete information about any of the sweep money market mutual funds, including all charges and expenses, please contact Advisor for a free prospectus. Client may obtain information with respect to the current yields available on the money market mutual funds by contacting Advisor.

Changes to Sweep Programs

LPL may make changes to the sweep programs, for example, to replace one sweep money market mutual fund with another money market mutual fund. If the Account is not eligible for the ICA or DCA program, but later becomes eligible for one of the programs, LPL may switch the sweep program from the money market mutual fund sweep program to the ICA or DCA program. Client will be provided with notice of such change prior to the effective date of the change.

Free Credit Balances

Your selection of a sweep program above will not be effected until your Account paperwork has been accepted by LPL as being in good order. Until such time, available cash balances (from securities transactions, dividend and interest payments, deposits and other activities) will not be automatically swept and will be held as a free credit balance. A free credit balance is a liability of LPL and payable to the Account on demand. Interest will not be paid to the Account on free credit balances. Unless we hear from you to the contrary, it is our understanding that any free credit balances held in your Account are pending investment.

Free credit balances may be used by LPL in the ordinary course of its business subject to the requirements of Rule 15c3-3 under the Securities Exchange Act of 1934. The use of customer free credit balances generally generates revenue for LPL in the forms of interest and income, which LPL retains as additional compensation for its services to its clients. Under these arrangements, LPL will generally earn interest or a return based on short-term market interest rate prevailing at the time.

If you are acting on behalf of a Plan, the Responsible Plan Fiduciary agrees that it has independently determined that holding cash balances, pending LPL's acceptance of the Account, as a free credit balance, which does not earn income for the Plan, is both (i) reasonable and in the best interests of the Plan and (ii) that the Plan receives no less, nor pays no more, than adequate consideration with respect to this arrangement. If the Responsible Plan Fiduciary chooses to avoid holding un-invested cash as a free credit balance, the Plan should not fund the account until after the Account paperwork has been accepted by LPL as being in good order.

Further Information

For further information about LPL's sweep programs or the Account, please contact Advisor.

19. RIGHT TO ADVOCATE AND REFUSAL TO ACCEPT ORDERS

LPL shall have the right at its sole discretion to advocate administratively or judicially on your behalf where LPL suspects exploitation of any kind, duress and/or undue influence. LPL shall have at its sole discretion the authority to pause or refuse to obey any instructions or orders for, including but not limited to, transactions, disbursements, or account transfers.



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20. TRUSTED CONTACT PERSON DISCLOSURE

You understand by providing a trusted contact person in the Account Application, you give permission to LPL, Advisor, and their associated persons, to use their discretion to contact the trusted contact person and disclose information about you and your Account in order to:

- address concerns that you might be a victim of financial exploitation which could include fraud, coercion, or unauthorized transactions,
- address a temporary hold on a disbursement of funds or securities pertaining to possible financial exploitation or other concerns,
- confirm your current contact information,
- confirm and address your whereabouts and health status, and/or
- confirm the identity of any legal guardian, executor, trustee, holder of a power or attorney, or other person who may be acting on your behalf (such as an attorney or accountant).

21. ARBITRATION

Client agrees to direct any complaints regarding the handling of the Account to Advisor and to the LPL Legal Department in writing.

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

In consideration of opening one or more Accounts for you, you agree that any controversy between you, SMA Portfolio Manager, LPL and/or Advisor arising out of or relating to your Account, transactions with or for you, or the construction, performance, or breach of this Agreement whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration in accordance with the rules, then in effect, of the Financial Industry Regulatory Authority, Inc. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. You understand that you cannot be required to arbitrate any dispute or controversy nonarbitrable under federal law.

SCHEDULE A - FEES

MAXIMUM FEE (ANNUALLY)..... 2.50%



Miscellaneous Account and Service Fees Schedule

RIA

The listed fees below do not include commissions, markups, commission equivalents or advisory fees. These fees apply to the following LPL Financial accounts available to clients of investment advisor firms: SWM, SWM II, Optimum Market Portfolios (OMP), Model Wealth Portfolios (MWP), Personal Wealth Portfolios (PWP), Manager Access Select, and Manager Access Network. Some of these fees may not apply to all of these account types. Some of these fees may be waived under certain conditions.¹

ACCOUNT OR SERVICE	FEE	FREQUENCY
ACCOUNT MAINTENANCE		
Corporate Actions — Mandatory (if securities are in physical form)	\$15	Per security
Corporate Actions — Voluntary or Mandatory with Options (if election is made)	\$25	Per security
Express Mail/Overnight Delivery	\$15	Per shipment unless otherwise noted
Extension for Money or Securities Received Past Settlement	\$15	Per event
Interest Charged for Money or Securities Received Past Settlement	Cash Due Interest Rate	Begins accruing 3 days after trade settlement
Legal Transfer — for processing of certificate requiring legal documentation (e.g., power of attorney, court appointment, death certificate, corporate resolution, etc.)	\$20	Per security
Outgoing Account Transfer — for processing full account transfer of all assets and positions to another financial institution (excludes retirement accounts)	\$125	Per account
Outgoing Account Transfer Check — for processing outgoing account transfer of physical checks	\$15	Per check over \$1,000
Return/Rejected Item/Non-Sufficient Funds (NSF)	\$20	Per item
Retirement Account Fees:		
Annual IRA Maintenance — for custodial and tax reporting services provided to maintain an individual retirement account (IRA) ²	\$40	Per year/per account
Annual QRP and 403(b)(7) Maintenance — for custodial and tax reporting services provided to maintain qualified retirement plan (QRP) or 403(b)(7) account ²	\$50	Per year/per account
IRA/QRP and 403(b)(7) Termination	\$125	Per account
QRP and 403(b)(7) Loan Processing	\$50	Per loan
Roth IRA Conversion	\$25	Per conversion
990-T Filing	\$100	Per 900-T
1099-R for Omnibus/Pooled QRPs	\$50	Per 1099-R
CASH MANAGEMENT SERVICES		
Checking — for Premier Plus checkwriting account feature, if selected	\$60	Per year
Deposit Cash Account sweep fee ³	\$14.50 (as of 8/15/18, subject to change)	Monthly, per account
Stop Payment	\$10	Per check
Wired Funds	\$25	Per wire
INVESTMENT SPECIFIC		
Alternative Investment (AI) Products⁴:		
AI Product Processing	\$50	Per transaction
AI Administration	\$35	Per year/per position (\$100 max)
AI Unrelated Business Taxable Income (UBTI) Filing — for preparation and filing of tax forms for UBTI, if applicable	\$100	Per required filing
Foreign Securities:		
Foreign Transaction Tax ⁵	0.3%	Per purchase transaction
Transaction (not applicable to American Depository Receipts)	\$40	Per transaction or transfer
Transfer and Ship	\$250	Per transfer
Physical Certificates / Transfer and Ship — for issuance of physical certificate upon request (rate depends on transfer agent)	\$0 - \$25	Per certificate
Restricted Securities — Legend Removal	\$50	Per legal transfer
Stock Option — Exercise (Cashless)	Margin Interest Rate	Per transaction
Transaction Charges⁶:		
Equities, ETFs, Closed-end Funds	\$9	Per transaction
Fixed Income ⁷	\$0	Per transaction
Mutual Funds ⁸	\$0 - \$26.50	Per transaction
Options	\$25	Per transaction
Unit Investment Trusts	\$35	Per transaction

¹ See account agreements for more information. These fees generally are not based directly on the costs of the transaction or service by LPL, and may include a profit to LPL.

² This fee does not apply to OMP, MWP and PWP accounts.

³ This fee only applies to IRAs that participate in the DCA Program. This monthly fee is based on a fee schedule tied to current Fed Funds Target Rate as detailed in the DCA Disclosure Booklet located on LPL.com. The current fee can be found at lpl.com. It is expected that this fee will be recouped from the DCA Program Banks and will not be a fee directly applied to your account. For more information, see the DCA Disclosure booklet.

⁴ These fees apply to SWM/ SWM II accounts only.

⁵ A Foreign Transaction Tax is charged by LPL on foreign equity security purchases where the underlying non-U.S. securities are from French or Italian issuers. This tax is levied by the French or Italian governments, and the charge offsets the tax incurred by LPL as a result of executing the transaction on your behalf.

⁶ These fees apply to SWM accounts only.

⁷ Transactions are done on a principal basis. Although there is no transaction charge, there will be a mark-up or mark-down on each transaction, which will be included in the price and yield on the bond.

⁸ The charge is \$0 for a Full Participating Fund (a fund that pays LPL a level of compensation, such as 12b-1 fees, for services LPL provides to the funds) and \$26.50 for a Non-Participating Fund. Although there is a \$0 transaction charge, Full Participating Funds tend to have a higher expense ratio. See the SWM Account Agreement for more information.

Make Checks Payable as Follows:

John Doe
123 Main St.
Your Town, USA

Date: 12/1/16

PAY TO THE
ORDER OF: LPL Financial \$ 600.00

six hundred dollars DOLLARS

Notes: Account Number Signature: John Doe

Security Endorsement Instructions:

For value received, (Leave Blank) hereby sells, assigns and transfers unto (Leave Blank) shares represented by the within certificate and do hereby irrevocably constitute and appoint (LPL Financial) as Attorney to transfer the said shares on the books of the within named Corporation with full power of substitution in the premises.

Dated: (Date Signed)

Signed: (Sign Exactly as Registered on the Front, With All Signatures)



Member FINRA/SIPC

FS14-RIA
Revised 0818



Facts	What Does LPL Financial Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect can include: <ul style="list-style-type: none"> ▪ Social Security number ▪ Investment experience ▪ Income ▪ Account transactions ▪ Assets ▪ Retirement assets When you are <i>no longer</i> our customer, we will continue to hold your information and share it as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons LPL chooses to share personal information and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does LPL Financial Share?	Can You Limit This Sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL representatives at banks or credit unions	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL independent representatives * If your independent representative terminates his or her relationship with us and moves to another brokerage or investment advisory firm, we or your independent representative may disclose your personal information to the new firm, unless you instruct us not to by returning the completed Privacy Choices Notice form attached to this notice.	Yes*	Yes

Questions?	Go to www.lpl.com
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Securities offered through LPL Financial, a registered investment advisor, member FINRA/SIPC.

Not FDIC/NCUA Insured	Not Bank/Credit Union Guaranteed	May Lose Value	Not Guaranteed by Any Government Agency	Not a Bank/Credit Union Deposit
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Who We Are

Who is providing this notice?	LPL Financial LLC and its affiliates (collectively, LPL Financial). Our affiliates include the following: <ul style="list-style-type: none">Fortigent LLCLPL Insurance Associates, Inc.PTC Holdings, Inc.The Private Trust Company, N.A.
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What We Do

How does LPL Financial protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our online environment uses security technologies, including layered security and access controls over personal information. For further information, please visit the page How LPL Financial Secures Your Information.</p>
How does LPL Financial collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">Open an accountApply for insuranceSeek advice about your investmentsEnter into an investment advisory accountTell us about your investment or retirement portfolio <p>We also collect your personal information from others such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none">Sharing for affiliates' everyday business purposes—information about your creditworthinessAffiliates from using your information to market to youSharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none">Our affiliates include companies with an LPL Financial name; financial companies such as The Private Trust Company, N.A; non-financial companies and others.
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none">Non-affiliates we may share information with include an independent representative's new brokerage or an investment advisory firm.
Joint marketing	<p>A formal agreement between non-affiliates financial companies that together market financial products or services to you:</p> <ul style="list-style-type: none">This may include banks, credit unions or other financial institutions with which we have a joint marketing agreement

Other Important Information

Information for California, North Dakota, and Vermont Customers

In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.

Additional Information Regarding the LPL Financial Privacy Notice

For clients of LPL advisors also affiliated with a bank, credit union or other financial institution

If your account was opened in our offices located at a financial institution, such as a bank or credit union; and that financial institution decides to enter into a relationship with a new financial services provider, we may share your information with that new financial services provider so that your account can continue to be serviced.

Mail-In Form

Privacy Choices Notice

(To be used by clients of LPL Financial *independent* advisors only—not clients of advisors associated with a bank or credit union)

If you would like to limit the personal information that your financial advisor could disclose or take if he or she moved to another brokerage or investment advisory firm and terminated the relationship with LPL, please complete and mail the following form to:

Privacy Management LPL
Financial
1055 LPL Way
Fort Mill, SC 29715

You can withdraw your opt-out choice at any time by contacting us in writing at the address provided above.

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm, then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Firm.

Please be aware that LPL Financial entered into the Protocol for Broker Recruiting (Protocol) on September 4, 2008, with certain other brokerage firms, and if LPL remains a signatory to the Protocol as of the effective date of your advisor's termination from LPL, then LPL will permit your financial advisor to take your name, address, phone number, email address and the account title of the accounts serviced (or additional information as permitted if the Protocol is amended) while your financial advisor was associated with LPL if your advisor joins one of these Protocol firms. The retention of this limited information by your advisor under the Protocol may occur even if you have exercised your rights to limit information sharing as described above.

By completing and returning this form as described, I am instructing LPL Financial to limit the personal information about me that my financial advisor could disclose or take if he or she moves to another brokerage or investment advisory firm and terminates the relationship with LPL Financial. However, I understand that LPL may disclose my name, address, telephone number, email and the account title of the accounts serviced by my advisor to the new brokerage or investment advisory firm as allowed under federal and certain state laws and the Protocol.

Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account. In order for your opt-out election to be effective, you must complete ALL of the following information:

In order for your opt-out election to be effective, you must complete ALL of the following information:

Name (please print clearly) _____

Address _____

City _____ State/Zip _____ Phone Number _____

Name of LPL Financial Advisor _____

Signature _____ Date _____

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LPL Financial LLC

75 State Street, 22nd Floor, Boston, MA 02109

www.lpl.com (617) 423-3644

December 27, 2018

This wrap fee program brochure provides information about the qualifications and business practices of LPL Financial ("LPL"). If you have any questions about the contents of this brochure, please contact LPL at lplfinancial.adv@lpl.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about LPL also is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 1 COVER PAGE

ITEM 2 MATERIAL CHANGES

The following is a summary of certain changes made to this Brochure from the time of the annual update of the Brochure dated March 31, 2017. The Brochure has been updated to include information about the new Model Portfolio Platform in Manager Access Select. Item 4 was updated for the reduction of the maximum account fee to 2.5% for new accounts effective July 3, 2017. Items 6 and 9 were updated to provide more information regarding the collateralized lending program offered by LPL and related risks and conflicts of interest. Item 9 was updated to provide information regarding disciplinary events, involving (i) a consent order with the Massachusetts Securities Division related to LPL's supervisory practices for LPL representatives located on the premises of a credit union (2017), (ii) a consent order with the New Jersey Bureau of Securities related to the sale of non-traded alternative investments in excess of prospectus standards or LPL's internal guidelines and the maintenance of related books and records (2017), (iii) FINRA sanctions in connection with brokerage supervisory and disclosure procedures related to the sale of certain brokered certificates of deposit in brokerage accounts (2018), (iv) consent orders with certain members of the North American Securities Administrators Association related to the sale of unregistered, non-exempt securities (2018), (v) FINRA sanctions in connection with the effectiveness of LPL's anti-money laundering program, LPL's failure to amend certain Forms U4 and U5, and LPL's systems and supervisory procedures relating to Forms U4 and U5 reporting requirements (2018), and (vi) a consent agreement with the Indiana Secretary of State, Securities Division, in connection with LPL's brokerage supervisory procedures relating to email review and annual branch office examinations (2018). The "Brokerage Services" section of Item 9 was updated to provide additional information about step out trades by portfolio managers.

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ITEM 4 SERVICES, FEES AND COMPENSATION

Services

LPL sponsors various types of advisory programs, including wrap fee programs, an advisor-enhanced digital advice program, and mutual fund asset allocation programs. LPL makes these programs available to client directly and also through third party investment advisor firms (“Advisor”). Associated persons of Advisor may also be broker-dealer registered representatives of LPL. This Brochure provides a description of LPL’s Manager Access Select program when offered through an Advisor. For more information about LPL’s advisory services and programs other than Manager Access Select, please contact your Advisor for a copy of a similar brochure that describes such service or program or go to www.adviserinfo.sec.gov.

In the Manager Access Select program, LPL makes available to Advisors and their clients the investment advisory services and/or model portfolios of third-party portfolio management firms. Within the program, LPL offers two alternatives – the Separately Managed Account Platform (the “SMA Platform”) and the Model Portfolio Platform (the “MP Platform” and collectively, the “Platforms”). In connection with the Platforms, LPL acts as an investment advisor, serves as the custodian of the assets, provides brokerage and execution services as a broker-dealer on transactions, and performs administrative services, such as reporting to clients. The Advisor assists the client to determine the client’s investment objectives and risk/return preferences, to identify any investment restrictions on the management of the account, and, in the case of the SMA Platform, to select an investment strategy and SMA Portfolio Manager, or in the case of the MP Platform, to select a model portfolio (“Model Portfolio”) provided by LPL’s Research Department or third-party investment advisors (“Model Advisors”). From time to time, LPL may make available Model Portfolios provided by Model Advisors with associated persons who are also associated persons of LPL; however, if a client selects one of these associated persons to act as Advisor for their account, such Model Advisor will not receive a separate fee for its services as a model provider.

SMA Platform

In the SMA Platform, the Advisor assists the client to determine the client’s investment objectives and risk/return preferences, to identify any investment restrictions on the management of the account, and to select an investment strategy and SMA Portfolio Manager. The Advisor provides the client with ongoing advice and monitoring relating to the SMA Portfolio Manager’s services and serves as the point of contact between the client and the SMA Portfolio Manager with regards to changes in the client’s investment objective, financial situation and investment restrictions.

The SMA Portfolio Manager selected by the client provides ongoing discretionary investment advice regarding the investment and reinvestment of account assets in accordance with the investment objective, restrictions and guidelines set forth in the Application or in other agreed-upon written instructions. The SMA Portfolio Manager independently determines whether to accept the client account based on the content of the Account Application, suitability and whatever other factors the SMA Portfolio Manager deems appropriate. The SMA Portfolio Manager has the sole authority to determine the securities to be purchased, sold or exchanged and which portion, if any, of the assets shall be held uninvested. The SMA Portfolio Manager has discretion to invest among a broad variety of security types, including equities, fixed-income securities, options, mutual funds and exchange-traded funds (“ETFs”). LPL and Advisor do not play a role in the selection of particular securities to be purchased or sold. A SMA Portfolio Manager may hire one or more sub-advisors to manage all or a portion of a client’s account.

MP Platform

In the MP Platform, the Advisor assists the client in setting an appropriate investment objective and selecting a model portfolio (“Model Portfolio”) provided by LPL’s Research Department or third-party investment advisors (“Model Advisors”). The Advisor provides the client with ongoing advice and monitoring relating to the Model Portfolio, is available on an ongoing basis to receive deposit and withdrawal instructions, and to convey to LPL any changes in Client’s financial circumstances, investment objectives or investment restrictions. Under the MP Platform, LPL provides ongoing discretionary investment advice regarding the investment and reinvestment of account assets in accordance with the Model Portfolio selected by the client. LPL is



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expected to closely track the Model Portfolio, making modifications only to redress particular account issues, including tax loss harvesting, rebalancing, tracking error from the Model Portfolio, and to ensure that investment restrictions are being followed.

Fee Schedule

In the Manager Access Select program, clients pay LPL, Advisor and SMA Portfolio Manager (if applicable) a single fee (“Account Fee”) for advisory services and execution of transactions. Clients do not pay LPL brokerage commissions or transaction charges for execution of transactions in addition to the Account Fee. For more information regarding commissions and brokerage practices, see below under “Additional Information – Brokerage Practices.”

The Account Fee is negotiable between the client and the Advisor and is set out in the Account Application. The Account Fee is typically a straight percentage based on the value of all assets in the account, including cash holdings. The Account Fee also may be structured on a tiered basis, with a reduced percentage rate based on reaching certain thresholds. The maximum Account Fee is 2.50%, although certain legacy accounts may remain under the higher previous maximum of 3%. LPL retains up to 0.45% for its administrative, custody and clearing services. LPL, SMA Portfolio Managers and Advisors do not charge performance-based fees in the program accounts.

In the SMA Platform, the Account Fee is paid to LPL and is shared among LPL, Advisor and the SMA Portfolio Manager. LPL pays a portion of the Account Fee to the SMA Portfolio Manager, which is negotiated between LPL and the SMA Portfolio Manager and currently ranges from 0.15% to 1.00% of account assets per year. On occasion, a SMA Portfolio Manager may agree not to receive a fee. In those circumstances, LPL will not pay any of the Account Fee to the SMA Portfolio Manager and instead will retain such amounts.

In the MP Platform, the Account Fee is paid to LPL and is shared between LPL and Advisor. LPL has separate agreements with and pays a fee to the Model Advisors. LPL retains a fee of 0.05% of account assets per year for its services as portfolio manager of the Model Portfolio. In addition, the Model Advisors receives a fee that is negotiated between LPL and the Model Advisor and currently ranges from 0.05% to 0.45% of account assets per year. LPL will not charge a fee for its services as Model Advisor for Model Portfolios designed by LPL’s Research Department. On occasion, a third party Model Advisor may agree not to receive a fee. When a Model Advisor does not receive a fee, it is often because the Model Advisors have included proprietary or affiliated mutual funds or exchange-traded funds in the Investment Strategy which charges a management fee. This management fee can be found in the prospectus of the mutual fund or exchange traded funds included in the Investment Strategy. When the Model Advisor does not charge a fee, Client account statements will continue to display a fee of 0.05%, which is a fee charged by LPL that is not shared with the Model Advisor.

Of the remaining portion of the Account Fee not retained by LPL or, exclusively in the case of the SMA Platform, paid to the SMA Portfolio Manager, or the Model Advisor, exclusively in the case of the MP Platform, LPL pays the Account Fee to Advisor based on the agreement between LPL and the Advisor. For certain SMA Portfolio Manager strategies in the SMA Platform and certain Model Advisors in the MP Platform, LPL charges a higher fee than what is paid to the SMA Portfolio Manager or Model Advisor, respectively, and LPL retains the difference. In such case, the Advisor will retain less of the remaining portion of the Account Fee.

Because the fee rates paid to SMA Portfolio Managers in the SMA Platform and Model Advisors in the MP Platform vary, the Advisor has a financial incentive to recommend a SMA Portfolio Manager or Model Advisor that maximizes the portion of the Account Fee received by the Advisor. In addition, because LPL may in certain cases charge a mark-up or retain all or a portion of a SMA Portfolio Manager’s or Model Advisor’s fee as described above, LPL has a financial incentive to include SMA Portfolio Managers and Model Advisors that accept arrangements more favorable to LPL. Because clients are responsible for negotiating and agreeing to the Account Fee and selecting a SMA Portfolio Manager or Model Advisor for an account, clients should consider carefully how the financial incentives to LPL and the Advisor may affect the selection of a SMA Portfolio Manager or Model Portfolio for each Platform and specific recommendations for an account.



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The fees paid to SMA Portfolio Managers in the SMA Platform and to Model Advisors in the MP Platform are generally less than fees those advisors would charge a client seeking to establish a direct relationship with them outside of a wrap program. This is principally due to the fact that LPL absorbs many of the billing, administrative, and marketing expenses that would otherwise be borne by those advisors, including trading expenses for Model Advisors. SMA Portfolio Managers and Model Advisors generally have higher minimum account size requirements and fees for direct accounts because of such additional expenses.

How the Account Fee is Charged

LPL deducts the Account Fee and other fees and charges associated with a Manager Access Select account from the account. LPL calculates and deducts the Account Fee in the method described in the Account Agreement, unless other arrangements are made in writing. If a client wishes to be billed for the Account Fee, rather than a deduction directly from the account, the client needs to make a request to LPL through the Advisor.

Payment in Advance and Refund of Pre-Paid Fees

LPL deducts the Account Fee quarterly in advance. If the Account Agreement is terminated before the end of the quarterly period, LPL will pay the client a prorated refund of any pre-paid quarterly Account Fee based on the number of days remaining in the quarter after the termination date. However, if the account is closed within the first six months by the client or as a result of withdrawals that bring the account value below the required minimum, LPL and Advisor reserve the right to retain the pre-paid quarterly Account Fee for the current quarter in order to cover the administrative costs of establishing the account (for example, the costs related to transferring positions in and out of the account, data entry in opening the account, reconciliation of positions in order to issue performance information, and re-registration of positions). After the termination date, LPL may convert the account to a brokerage account. In a brokerage account, client is charged a commission for each transaction and there is no investment advisor responsible for providing ongoing investment advice to the account.

Other Types of Fees and Expenses of LPL

LPL charges fees related to a Manager Access Select account in addition to the Account Fee, such as miscellaneous administrative or custodial-related fees and charges. LPL notifies clients of these charges at account opening and makes available a current list of these charges on its website at www.lpl.com. These fees include retirement account fees and termination fees, including, for example, an annual IRA maintenance fee, an annual qualified retirement plan maintenance fee, a fee for loans processed for qualified retirement plan and 403(b)(7) plan accounts and an account termination fee for processing a full account transfer to another financial institution. These miscellaneous fees are not directly based on the costs of the transaction or service by LPL, may include a profit to LPL, and certain of the fees may be lowered or waived for certain clients. As described below under "Additional Information - Participation in Client Transactions," if LPL as broker-dealer executes a principal transaction in a Manager Access Select account, LPL may earn a markup or markdown in addition to the Account Fee.

Fees Charged by Third Parties

There are other fees and charges that are imposed by third parties other than LPL that apply to investments in Manager Access Select accounts. As described below under "Additional Information – Brokerage Practices," if a SMA Portfolio Manager chooses to execute a transaction through a broker-dealer other than LPL, the execution price to the client may include a commission, markup/markdown, or other fee imposed by the executing broker-dealer in addition to the Account Fee. If client holds an American Depositary Receipt ("ADR") in an account, there may be custodial fees or taxes related to the ADR.

If a client's assets are invested in mutual funds, ETFs or other pooled investment products, clients should be aware that there will be two layers of advisory fees and expenses for those assets. As a shareholder of a fund, Client will pay an advisory fee to the fund manager and other expenses charged by the fund. Client will also pay the Account Fee with respect to assets invested in such mutual funds, ETFs or other pooled investment products. Clients generally can purchase mutual funds directly outside of the Program. Therefore, clients could avoid the second layer of fees by not using the advisory services of LPL, SMA Portfolio Manager, Model Advisor and Advisor and by making their own decisions regarding the investment.



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Clients should understand that in many cases the mutual funds and mutual fund share classes offered through the Program charge higher fees and expenses than those that are not offered through the Program, and such other mutual funds and share classes may be equally or more appropriate for a client's account. As discussed below, a portion of the fees and expenses charged by certain mutual funds in the Program will be paid to LPL. Other financial services firm may offer the same mutual funds that are offered through the Program but at lower overall costs to investors than the costs that clients incur by investing through the Program.

Clients should also understand that in many cases the share class offered for a particular mutual fund available through the Program (the "Program Share Class") charges higher fees and expenses than other share classes that are offered by the same fund but are not available through the Program. Program Share Classes are selected by LPL, in certain cases, because the mutual funds pay to LPL a portion of the fees and expenses charged by Program Share Classes as compensation for the administrative and recordkeeping services LPL provides with respect to LPL clients who invest in the Program Share Classes, as discussed below under "Participation or Interest in Client Transactions."

The sweep money market fund used in the program may be managed by the same SMA Portfolio Manager that client has appointed to manage its account or be invested in a Model Portfolio provided by the same Model Advisor. If that is the case, clients should understand that the SMA Portfolio Manager or Model Advisor and its affiliates earn fees from the sweep money market fund for managing and performing other services for the fund which will be in addition to Account Fee charged to client.

Advisor may charge fees in addition to the Account Fee. Clients should refer to the Brochure of Advisor for more information regarding fees charged by Advisor.

If client transfers into a Manager Access Select account a previously purchased mutual fund, and there is an applicable contingent deferred sales charge on the fund, client will pay that charge when the mutual fund is sold. If the account is invested in a mutual fund that charges a fee if a redemption is made within a specific time period after the investment, client will be charged a redemption fee. Depending on the share class and fee structure of the previously purchased mutual fund, LPL can receive fees such as 12b-1 fees from the previously purchased mutual fund until the position is liquidated and subsequently invested according to the Manager Access Select model. If a mutual fund has a frequent trading policy, the policy can limit a client's transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits or tax harvesting). Decisions regarding the sale of mutual funds in an account may be made by LPL without regard to whether a client will be assessed a redemption fee. Clients can find more information regarding the fees and expenses of a mutual fund or ETF in the fund's prospectus, which is available upon request from Advisor or directly from the fund.

When transferring securities into a Manager Access Select account, client should be aware that certain securities are not be eligible for the account. In such case, the securities may be rejected, sold after the transfer, or moved to a brokerage account. Note that when an ineligible security is transferred into an account and subsequently sold or moved to a brokerage account, the advisory fee will be charged on such asset for the period of time the security was held in the account. Client should be aware that securities transferred into an account may have been subject to a commission or sales load when the security was originally purchased. After transfer into a Manager Access Select account, client should understand that an advisory fee will be charged based on the total assets in the account, including the transferred security. When transferring securities into an account, client should consider and speak to Advisor about whether:

- a commission was previously paid on the security;
- client wishes for the security to be managed as part of the account and be subject to an advisory fee; or
- client wishes to hold the security in a brokerage account that is not managed and not subject to an advisory fee.

For those Manager Access Select accounts investing in mutual funds, LPL selects only no-load and load-waived mutual funds. Some mutual funds and Program Share Classes in Manager Access Select charge shareholders an asset-based fee, known as a "12b-1" fee, to cover distribution expenses and, in some cases, shareholder servicing expenses. A portion of such 12b-1 fees will ultimately be paid to LPL by the funds. Any 12b-1 fees paid to LPL by funds that are held in a retirement account will be credited to the account, while LPL will retain all 12b-1 fees paid to LPL by funds that are held in non-retirement accounts. A



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retirement account for purposes of this Brochure is an account held by plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or an account otherwise subject to Section 4975 of the Internal Revenue Code (e.g., an individual retirement account or IRA). The receipt of 12b-1 fees presents a conflict of interest because it gives an incentive to LPL or an associated SMA Portfolio Strategist or Model Advisor to recommend mutual funds for non-retirement accounts based on the compensation received rather than on a client's needs. LPL does not share 12b-1 fees with Advisor or third party SMA Portfolio Strategists or Model Advisors in the Manager Access Select program.

Clients also incur charges imposed by third parties or LPL in connection with investments made through their accounts, including, but not limited to, taxes and charges required by law or imposed by exchanges or regulatory bodies. For example, an industry-wide charge mandated by a regulator applies to sales of certain securities. The amount of this regulatory fee may vary over time, and because variations might not be immediately known to LPL, the amount may be estimated and assessed in advance. To the extent that such estimated amount differs from the actual amount of the regulatory fee, LPL retains the excess. These charges will be reflected on transaction confirmations and/or monthly statements.

Important Things to Consider About Fees on a Manager Access Select Account

- The Account Fee is an ongoing wrap fee for investment advisory services, the execution of transactions and other administrative and custodial services. The Account Fee may cost the client more than purchasing the program services separately, for example, paying fees for the advisory services of each of SMA Portfolio Manager, Model Advisor, LPL and Advisor, plus commissions for each transaction in the account. Factors that bear upon the cost of the account in relation to the cost of the same services purchased separately include the:
 - type and size of the account
 - historical and or expected size or number of trades for the account, and
 - number and range of supplementary advisory and client-related services provided to the client.
- It is important to note that a client may not be able to purchase advisory services directly from the SMA Portfolio Managers or Model Advisors. SMA Portfolio Managers and Model Advisors often do not offer such services for client accounts of the size typically associated with wrap programs. If they do offer such services to accounts the size of a Manager Access Select account, the SMA Portfolio Managers and Model Advisors often charge a higher fee as they do not enjoy the economies of scale related to providing services to clients of a wrap program.
- The Account Fee may be higher than the fees charged by other investment advisors for similar services. This is the case in particular if the Account Fee is at or near the maximum Account Fee set out above. The Advisor is responsible for determining the Account Fee to charge each client based on factors such as total amount of assets involved in the relationship, type of securities to be held in the account (e.g., mutual funds vs. individual securities), the complexity and mix of the portfolio, the fees associated with the SMA Portfolio Manager or Model Advisor, and the number and range of supplementary advisory and client-related services to be provided to the account. Clients should consider the level and complexity of the advisory services to be provided when negotiating the Account Fee with Advisor.
- Clients should consider the impact of fees and expenses on their investment portfolio, as described in the informational brochure titled "How Fees and Expenses Affect Your Portfolio" on the LPL.com Investor Regulatory Resources page.

ITEM 5 ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

A minimum account value of \$50,000 generally is required for the program. In certain instances, the minimum account size may be lower or higher. Note that an account will not be invested until the applicable minimum for the investment strategy or Model Portfolio has been reached. Clients should consult with Advisor to obtain more information about the applicable investment minimum based on the strategy or Model Portfolio selected.

The program is available for individuals, IRAs, banks and thrift institutions, pension and profit sharing plans, including plans subject to Employee Retirement Income Security Act of 1974 ("ERISA"), trusts, estates, charitable organizations, state and municipal government entities, corporations and other business entities.



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ITEM 6 PORTFOLIO MANAGER SELECTION AND EVALUATION

In Manager Access Select, Advisor is responsible for the investment advisory services related to the selection and retention of the SMA Portfolio Manager (in the case of the SMA Platform) and selection of the Model Portfolio (in the case of the MP Platform). The client selects Advisor who services the account. For more information about Advisor servicing the account, client should refer to Advisor's Firm Brochure, which client should have received from Advisor at the time client opened the account.

LPL makes available the advisory services of SMA Portfolio Managers. LPL does not act as a portfolio manager for the SMA Platform. LPL does, however, act as portfolio manager for the MP Platform.

Criteria for Participating and Recommended SMA Portfolio Managers and Model Advisors

LPL selects and reviews SMA Portfolio Managers and Model Advisors for the program based on quantitative, qualitative and infrastructure criteria, which may include the criteria listed below.

Quantitative Criteria

LPL Research evaluates quantitative criteria, including but not limited to:

- Rate of return
- Number of employees and accounts
- Years in the business
- Assets under management

Qualitative Criteria

LPL evaluates qualitative criteria, including but not limited to:

- Investment philosophy
- Risk controls
- Legal and compliance issues

Infrastructure Criteria

LPL reviews infrastructure criteria to assess whether an SMA Portfolio Manager or Model Advisor can handle operational requirements, including but not limited to:

- Composite calculation methodology
- Trade rotation policy
- Back office review
- Client servicing resources
- Firm-wide program commitment

Additional Criteria for Recommended SMA Managers or Model Advisors

SMA Portfolio Managers and Model Advisors that are "Recommended" by LPL Research are subject to a more rigorous selection and review process than the criteria set out above that applies to all SMA Portfolio Managers and Model Advisors available in the program. In addition to the criteria noted above, additional evaluation criteria for Recommended SMA Portfolio Managers and Model Advisors include:

- Sound investment philosophy and process that drives performance
- Consistency of returns and risk
- Qualitative assessment of the investment manager and team



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Clients should speak to Advisor regarding whether the SMA Portfolio Manager or Model Advisor being considered for selection or that has been selected by the client is Recommended or Participating.

LPL as a Model Advisor

Clients may invest in Model Portfolios designed by LPL Research. It is important to note that no methodology or investment strategy is guaranteed to be successful or profitable. LPL Research designs different types of Model Portfolios to meet different investor needs. LPL Research Model Portfolios are built by seeking certain quantitative characteristics for each portfolio. LPL Research has built three large-cap-oriented Model Portfolios, which have holdings that are constituents of the S&P 500 Index. One is designed to have index-like representation to reasonably track large cap index returns. Another is designed with a dividend focus in mind, to have index-like representation, but seeking a yield premium over the large cap index. The third Model Portfolio is designed to allocate to companies that have had substantial insider buying, but have not experienced significant stock price appreciation.

The LPL Research Model Portfolios are managed tactically, which means they are flexible and are designed to help take advantage of short-, mid-, and long-term opportunities the markets present and are intended for clients who wish to take advantage of shorter-term market opportunities and are not opposed to the prospect of trading as frequently as monthly.

The participation of LPL's Research Department as a Model Advisor under the MP Platform also gives rise to conflicts of interests because LPL has a financial incentive to select its internal team and further grow its assets under management. Although LPL does not charge a separate fee for its services as Model Advisor, as assets under management at LPL increase, the firm is able to achieve greater efficiencies and economies of scale with regards to the research and management services that it provides to clients. In addition, because LPL does not charge a fee for its services as Model Advisor, LPL and Advisor have a financial benefit if Advisor recommends a Model Portfolio designed by LPL Research, because LPL and Advisor will retain a greater portion of the Account Fee than if a Model Portfolio designed by an unaffiliated Model Advisor or if a SMA Portfolio Manager is selected.

Removal of a SMA Portfolio Manager or Model Advisor

LPL may elect to remove or replace a SMA Portfolio Manager or Model Advisor should it determine that the SMA Portfolio Manager or Model Advisor has failed to meet one or more of the above selection criteria or if the SMA Portfolio Manager or Model Advisor has failed to maintain sufficient assets under management at LPL to maintain profitability on the Manager Access Select platform. In making a decision to remove or replace a SMA Portfolio Manager or Model Advisor, LPL takes into consideration all criteria; no one criteria, other than the maintenance of assets under management at LPL, is necessarily determinant in the decision. Short-term developments are monitored but are not necessarily sufficient for a decision to remove or replace a SMA Portfolio Manager or Model Advisor. While LPL would have the authority to remove LPL Research as a Model Advisor, it is unlikely to do so.

SMA Portfolio Manager and Model Advisor Performance

LPL's Research Department uses information provided by the SMA Portfolio Manager or Model Advisor and may also use independent, third party databases when evaluating an SMA Portfolio Manager or Model Advisor. In order for a SMA Portfolio Manager or Model Advisor to be selected for the program, LPL Research generally requires a third party verification letter related to compliance of the performance information of the SMA Portfolio Manager or Model Advisor with Global Investment Performance Standards (GIPS) or a similar letter indicating that the performance information has been audited by an independent auditor. This requirement may be waived by LPL for various reasons including alternative methods of verifying the experience and/or performance of the SMA Portfolio Manager or Model Advisor. Performance information used by SMA Portfolio Managers and Model Advisors is not calculated on a uniform and consistent basis.

LPL does not calculate the performance record of SMA Portfolio Managers or Model Advisors. However, LPL provides clients, if so directed by Advisor, individual performance information. Performance information is prepared by LPL using portfolio accounting and performance reporting software. Client performance is reported on a time weighted basis.



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It is important to note that third-party Model Advisors provide Model Portfolios to LPL, and it is LPL that has discretion for trade implementation and execution in MP Platform accounts. Therefore, Model Portfolios submitted to LPL by third-party Model Advisors represent activity that has already been implemented on behalf of other clients of such Model Advisors. Because of this fact and because LPL (and not the third-party Model Advisor) has discretionary authority to implement trades, performance of an MP Platform account will differ from and may be worse than the performance of such Model Advisor's discretionary accounts.

Investment Strategies

SMA Portfolio Managers and Model Advisors may provide advisory services based on the following types of investment strategies. It is important to note that no methodology or investment strategy is guaranteed to be successful or profitable.

All Cap Core	Global Equity	Large Cap Value	Small Cap Blend
All Cap Growth	Growth Equity	Mid Cap Core	Small Cap Growth
All Cap Value	Income Preferred	Mid Cap Growth	Small Cap Value
Balanced	Large Cap Core	Mid Cap Value	Tax Free Fixed Income
Convertibles	Large Cap Foreign	REIT	Taxable Fixed Income
Global Balanced	Large Cap Growth	Sector	

Types of Investments and Risks

In the Platforms, SMA Portfolio Managers (in the case of the SMA Platform) or LPL (in the case of the MP Platform) invest in many different types of securities, including equities, fixed-income securities, options, mutual funds and ETFs. Investing in securities involves the risk of loss that clients should be prepared to bear. Described below are some particular risks associated with investing and with some types of investments available in the program.

- **Market Risk.** This is the risk that the value of securities owned by an investor may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries.
- **Interest Rate Risk.** This is the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.
- **Credit Risk.** This is the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- **Issuer-Specific Risk.** This is the risk that the value of an individual security or particular type of security can be more volatile than the market as a whole and can perform differently from the value of the market as a whole.
- **Investment Company Risk.** To the extent a client account invests in ETFs or other investment companies, its performance will be affected by the performance of those other investment companies. Investments in ETFs and other investment companies are subject to the risks of the investment companies' investments, as well as to the investment companies' expenses. If a client account invests in other investment companies, the client account may receive distributions of taxable gains from portfolio transactions by that investment company and may recognize taxable gains from transactions in shares of that investment company, which would be taxable when distributed.
- **Concentration Risk.** To the extent a client account concentrates its investments by investing a significant portion of its assets in the securities of a single issuer, industry, sector, country or region, the overall adverse impact on the client of adverse developments in the business of such issuer, such industry or such government could be considerably greater than if they did not concentrate their investments to such an extent.
- **Sector Risk.** To the extent a client account invests more heavily in particular sectors, industries, or sub-sectors of the market, its performance will be especially sensitive to developments that significantly affect those sectors, industries, or sub-sectors. An individual sector, industry, or sub-sector of the market may be more volatile, and may perform differently, than the broader



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market. The several industries that constitute a sector may all react in the same way to economic, political or regulatory events. A client account's performance could be affected if the sectors, industries, or sub-sectors do not perform as expected. Alternatively, the lack of exposure to one or more sectors or industries may adversely affect performance.

- *Closed-End/Interval Funds.* Clients should be aware that closed-end funds available within the program may not give investors the right to redeem their shares, and a secondary market may not exist. Therefore, clients may be unable to liquidate all or a portion of their shares in these types of funds. While the fund may from time to time offer to repurchase shares, it is not obligated to do so (unless it has been structured as an "interval fund"). In the case of interval funds, the fund will provide limited liquidity to shareholders by offering to repurchase a limited amount of shares on a periodic basis, but there is no guarantee that clients will be able to sell all of the shares in any particular repurchase offer. The repurchase offer program may be suspended under certain circumstances.
- *Exchange-Traded Funds (ETFs).* ETFs are typically investment companies that are legally classified as open end mutual funds or UITs. However, they differ from traditional mutual funds, in particular, in that ETF shares are listed on a securities exchange. Shares can be bought and sold throughout the trading day like shares of other publicly-traded companies. ETF shares may trade at a discount or premium to their net asset value. This difference between the bid price and the ask price is often referred to as the "spread." The spread varies over time based on the ETF's trading volume and market liquidity, and is generally lower if the ETF has a lot of trading volume and market liquidity and higher if the ETF has little trading volume and market liquidity. Although many ETFs are registered as an investment company under the Investment Company Act of 1940 like traditional mutual funds, some ETFs, in particular those that invest in commodities are not registered as an investment company. ETFs may be closed and liquidated at the discretion of the issuing company.
- *Exchange-Traded Notes (ETNs).* An ETN is a senior unsecured debt obligation designed to track the total return of an underlying market index or other benchmark. ETNs may be linked to a variety of assets, for example, commodity futures, foreign currency and equities. ETNs are similar to ETFs in that they are listed on an exchange and can typically be bought or sold throughout the trading day. However, an ETN is not a mutual fund and does not have a net asset value; the ETN trades at the prevailing market price. Some of the more common risks of an ETN are as follows. The repayment of the principal, interest (if any), and the payment of any returns at maturity or upon redemption are dependent upon the ETN issuer's ability to pay. In addition, the trading price of the ETN in the secondary market may be adversely impacted if the issuer's credit rating is downgraded. The index or asset class for performance replication in an ETN may or may not be concentrated in a specific sector, asset class or country and may therefore carry specific risks. ETNs may be closed and liquidated at the discretion of the issuing company.
- *Leveraged and Inverse ETFs, ETNs and Mutual Funds.* Leveraged ETFs, ETNs and mutual funds, sometimes labeled "ultra" or "2x" for example, are designed to provide a multiple of the underlying index's return, typically on a daily basis. Inverse products are designed to provide the opposite of the return of the underlying index, typically on a daily basis. These products are different from and can be riskier than traditional ETFs, ETNs and mutual funds. Although these products are designed to provide returns that generally correspond to the underlying index, they may not be able to exactly replicate the performance of the index because of fund expenses and other factors. This is referred to as tracking error. Continual re-setting of returns within the product may add to the underlying costs and increase the tracking error. As a result, this may prevent these products from achieving their investment objective. In addition, compounding of the returns can produce a divergence from the underlying index over time, in particular for leveraged products. In highly volatile markets with large positive and negative swings, return distortions may be magnified over time. Some deviations from the stated objectives, to the positive or negative, are possible and may or may not correct themselves over time. To accomplish their objectives, these products use a range of strategies, including swaps, futures contracts and other derivatives. These products may not be diversified and can be based on commodities or currencies. These products may have higher expense ratios and be less tax-efficient than more traditional ETFs, ETNs and mutual funds.
- *High-Yield Debt.* High-yield debt is issued by companies or municipalities that do not qualify for "investment grade" ratings by one or more rating agencies. The below investment grade designation is based on the rating agency's opinion of an issuer that it has a greater risk to repay both principal and interest and a greater risk of default than those issuers rated investment grade. High yield debt carries greater risk than investment grade debt. There is the risk that the potential



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deterioration of an issuer's financial health and subsequent downgrade in its rating will result in a decline in market value or default. Because of the potential inability of an issuer to make interest and principal payments, an investor may receive back less than originally invested. There is also the risk that the bond's market value will decline as interest rates rise and that an investor will not be able to liquidate a bond before maturity.

- *Options.* Certain types of option trading are permitted in order to generate income or hedge a security held in the program account; namely, the selling (writing) of covered call options or the purchasing of put options on a security held in the program account. Client should be aware that the use of options involves additional risks. The risks of covered call writing include the potential for the market to rise sharply. In such case, the security may be called away and the program account will no longer hold the security. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put if the option is not exercised or otherwise sold by the program account.
- *Pledging Assets.* Clients should be aware that pledging assets in an account to secure a loan involves additional risks. The bank holding the loan may have the authority to liquidate all or part of the securities at any time without your prior notice in order to maintain required maintenance levels, or to call the loan at any time. As a practical matter, this may cause you to sell assets and realize losses in a declining market. These actions may interrupt your long term investment goals and result in adverse tax consequences and additional fees to the bank. The returns on accounts or pledged assets may not cover the cost of loan interest and account fees, and may dictate a more aggressive investment strategy to support the costs of borrowing. Before pledging assets in an account, clients should carefully review the loan agreement, loan application and any forms required by the bank and any other forms and disclosures provided by LPL.

Voting Client Securities

In the case of the SMA Platform, the SMA Portfolio Manager is responsible for voting proxies with respect to issuers held in an account, unless a client directs otherwise in writing. In the case of the MP Platform, unless a client instructs otherwise, LPL will vote proxies on the client's behalf. LPL has adopted policies and procedures in order for LPL to vote securities in the best interest of clients. LPL has contracted with a third party vendor to make proxy voting recommendations and handle the administrative functions of voting proxies. Although LPL retains authority to vote client proxies, it is LPL's general policy to vote according to the recommendations of the third party vendor. Any exceptions to this general policy are referred to LPL Research, which makes the determination as to how to vote the proxy in accordance with the best interest of the client. A copy of LPL's proxy voting policies is available upon request to Advisor. A client can obtain information about how LPL voted with respect to securities held in the client's account by contacting the Advisor. In the case of voluntary corporate actions, LPL intends to follow the instructions provided by the Model Advisors.

ITEM 7 CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

When a client opens an account, the Advisor obtains the necessary financial data from the client and assists the client in setting an appropriate investment objective for the account. The Advisor obtains this information by having the client complete an Account Application which is a part of the Account Agreement. In the case of SMA Platform accounts, LPL forwards this information to the selected SMA Portfolio Manager. In the case of MP Platform accounts, the Advisor uses this information to recommend an investment strategy and Model Portfolio for the account. LPL typically will not provide client information to third-party Model Advisors.

After the account opening, LPL asks clients quarterly to contact the Advisor if there have been any changes in the client's financial situation or investment objectives or if the client wishes to impose any reasonable restrictions on the management of the account or modify existing restrictions. If client communicates to the Advisor regarding material changes in the client's financial circumstances, investment objective or investment restrictions, such information is forwarded to the SMA Portfolio Manager for SMA Platform accounts. Clients may communicate such information to the Advisor, or SMA Platform clients may otherwise communicate directly with the SMA Portfolio Manager, although clients are encouraged to direct communication through the Advisor.



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Client should be aware that the investment objective selected for the program in the Account Application is an overall objective for the entire account and may be inconsistent with a particular holding and the account's performance at any time. Client should further be aware that achievement of the stated investment objective is a long-term goal for the account.

ITEM 8 CLIENT CONTACT WITH PORTFOLIO MANAGERS

In the case of SMA Platform accounts, SMA Portfolio Managers are reasonably available to consult with Advisors and clients regarding accounts. Clients may consult directly with the SMA Portfolio Manager, although clients are encouraged to direct contact with SMA Portfolio Manager through the Advisor.

In the case of MP Platform accounts, LPL does not place any restrictions on a client's ability to contact and consult with Advisors. Because the Model Advisor's role is solely to provide Model Portfolios to LPL, and not to provide individualized discretionary advisory services to MP Platform clients, third party Model Advisors generally are not available to be contacted or consulted by MP Platform clients.

ITEM 9 ADDITIONAL INFORMATION

Disciplinary Information

As an investment advisor and broker-dealer regulated by the SEC, LPL was found by the SEC to have willfully violated Rule 30(a) of Regulation S-P, which requires broker-dealers and investment advisors to have written policies and procedures that are reasonably designed to safeguard customer records and information. The SEC ordered LPL to cease and desist from committing future violations of Rule 30(a), censured it for its conduct, and ordered it to pay a \$275,000 penalty (2008).

LPL, as a broker-dealer, is a member of FINRA and has found to be in violation of FINRA's rules related to its brokerage activities. In particular, LPL consented to sanctions related to the following matters:

- The effectiveness of LPL's anti-money laundering program, LPL's failure to amend certain Forms U4 and U5, and LPL's systems and supervisory procedures relating to Forms U4 and U5 reporting requirements, resulting in a censure and a fine of \$2,750,000 and an undertaking to review the process used to disclose customer complaints on Forms U4 and U5 (2018).
- LPL's brokerage supervisory and disclosure procedures related to the sale of certain brokered certificates of deposit in brokerage accounts, resulting in a censure and a fine of \$375,000 (2018).
- LPL's systems and supervisory procedures relating to the creation and distribution of certain required account notices, resulting in a censure, a fine of \$900,000, and an undertaking to review affected processes (2016).
- LPL's systems and supervisory procedures relating to the format in which certain electronic records were retained, resulting in a censure and a fine of \$750,000 (2016).
- LPL's various brokerage supervisory procedures, including those related to the sale of complex non-traditional ETFs, variable annuity ("VA") contracts, real estate investment trusts ("REITs") and other products in brokerage accounts, as well as LPL's failure to monitor and report trades and deliver trade confirmations, resulting in a censure and a fine of \$10,000,000, and restitution of \$1,664,592 (2015).
- LPL's processing and supervision of the sale of alternative investments, including non-traded REITs, resulting in a censure and a fine of \$950,000 (2014).
- LPL's systems and procedures related to the review and retention of email, resulting in a censure, a fine of \$7.5 million, and establishment of a fund of \$1.5 million to cover payments to eligible former brokerage customer claimants who may not have received all emails in connection with their claim (2013).
- LPL's supervisory systems to monitor and ensure the timely delivery of mutual fund prospectuses, resulting in a censure and a fine of \$400,000 (2012).
- LPL's procedures regarding its review of e-mail communications, resulting in a censure and a fine of \$100,000 (2011).
- LPL's procedures on transmittals of cash and securities from customer accounts to third party accounts, resulting in a censure and a fine of \$100,000 (2011).



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- LPL's procedures on supervision of VA exchanges, resulting in a censure and a fine of \$175,000 (2010).
- Allegations that LPL failed to reasonably supervise a registered representative regarding his use of strategies and recommendations involving UITs, resulting in a censure and a fine of \$125,000 (2008).

LPL, as a broker-dealer, is regulated by each of the 50 states and has been the subject of orders related to the violation of state laws and regulations in connection with its brokerage activities. In particular, LPL entered into consent orders related to the following matters:

- LPL's brokerage supervisory procedures relating to email review and annual branch office examinations, resulting in a civil penalty of \$450,000 and an undertaking for third-party review of related processes (Indiana, 2018).
- The sale of unregistered, non-exempt securities in violation of state registration requirements, resulting (upon entry of the individual consent order) in payment to each participating state or jurisdiction of a civil penalty of \$499,000, reimbursement of certain investigative expenses, remediation through repurchase of certain securities and payment of losses to certain affected customers, and certain additional undertakings (Settlement with up to 53 members of the North American Securities Administrators Association (NASAA), 2018).
- The sale of non-traded alternative investments in excess of prospectus standards or LPL's internal guidelines and the maintenance of related books and records, resulting in a censure, a fine of \$950,000, a \$25,000 contribution to an investor education fund and remediation of losses to impacted customers (New Jersey, 2017).
- LPL's supervisory practices for LPL representatives located on the premises of a credit union, resulting in a censure, a fine of \$1,000,000, and an undertaking to avoid investor confusion specific to the name under which the credit union does business and review LPL's related policies and procedures (Massachusetts or "MA," 2017).
- LPL's oversight of certain VA transactions, resulting in a censure, a fine of \$975,000, restitution to clients and former clients of an LPL representative, disgorgement of commissions retained by LPL in connection with such representative's VA sales, and an undertaking to review such representative's brokerage and advisory activities and LPL's related policies and procedures (MA, 2017).
- The sale in brokerage accounts of non-traded REITs in excess of prospectus standards, state concentration limits or LPL's internal guidelines, resulting in an aggregate civil penalty of \$1,425,000, reimbursement of certain investigative expenses and remediation of losses to impacted customers (Global settlement with certain members of NASAA, 2015).
- The sale of non-traded REITs in excess of prospectus standards, state concentration limits or LPL's internal guidelines, resulting in an administrative fine of \$250,000, reimbursement of investigative costs of \$250,000, a \$250,000 contribution to an investor education fund and remediation of losses to impacted customers (New Hampshire, 2015).
- The sale of leveraged and inverse leveraged ETFs ("Leveraged ETFs"), resulting in an administrative fine of \$50,000 (Delaware), a penalty of \$200,000 (MA), restitution to Delaware customers in an amount up to \$150,000, restitution to MA customers in an amount up to \$1,600,000, and an agreement to make certain changes in its supervisory system with respect to Leveraged ETFs (2015).
- Failure to implement procedures related to the use of senior-specific titles by LPL representatives as required under MA law, resulting in a censure and a fine of \$250,000 (2015).
- Failure to detect improper and fraudulent conduct by an LPL representative, resulting in a censure, a fine of \$500,000, and restitution to impacted customers; and failure to adequately enforce supervisory procedures and maintain certain books and records required under Illinois law in connection with certain VA exchange transactions, resulting in a censure, a fine of \$2,000,000, and restitution to impacted customers (2014).
- The sale of non-traded REITs to MA residents in excess of MA concentration limits, resulting in a censure, a fine of \$500,000, and restitution to impacted customers (2013).

For more information about those state events and other disciplinary and legal events involving LPL, client should refer to Investment Advisor Public Disclosure at www.adviserinfo.sec.gov or FINRA BrokerCheck at www.finra.org.



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Other Financial Industry Activities and Affiliations

LPL is a broker-dealer registered with FINRA and the SEC. As a broker-dealer, LPL transacts business in various types of securities, including mutual funds, stocks, bonds, commodities, options, private and public partnerships, variable annuities, real estate investment trusts, and other investment products. LPL is registered to operate in all 50 states and has primarily an independent-contractor sales force of registered representatives and investment advisor representatives dispersed throughout the United States. LPL has a dedicated team of employee IARs who service certain accounts in the absence of an IAR. If required for their positions with a registered broker-dealer, LPL's principal executive officers are securities licensed as registered representatives of LPL. LPL is also registered as a transfer agent with the SEC and as an introducing broker with the Commodity Futures Trading Commission. In addition, LPL is qualified to sell insurance products in all 50 states.

Associated persons of Advisor may also be broker-dealer registered representatives of LPL. If an associated person of Advisor is a broker-dealer registered representative of LPL, that person is providing advisory services to the program account on behalf of Advisor. That person is not acting in a brokerage capacity or on behalf of LPL with respect to the services provided under this program.

LPL and The Private Trust Company, N.A. ("PTC"), a federally chartered non-depository bank licensed to provide trust services in all 50 states, are related persons. PTC serves as IRA custodian for program accounts set up as IRAs and receives an annual maintenance fee for this service. PTC also provides personal trustee services to clients for a variety of administrative fiduciary service, which services may relate to a program account. PTC's IRA custodian and trustee services and related fees are established under a separate engagement between the client and PTC.

Code of Ethics and Personal Trading

LPL has adopted a code of ethics that includes guidelines regarding personal securities transactions of its employees and investment advisor representatives ("IARs"). The code of ethics permits LPL employees and IARs to invest for their own personal accounts in the same securities that LPL and s purchase for clients in program accounts. This presents a conflict of interest because trading by an employee or IAR in a personal securities account in the same security on or about the same time as trading by a client can disadvantage the client. LPL addresses this conflict of interest by requiring in its code of ethics that LPL employees and IARs report certain personal securities transactions and holdings to LPL. LPL has procedures to review personal trading accounts for front-running. In addition, employees in LPL's Research Department are required to obtain pre-clearance prior to purchasing certain securities for a personal account. Employees and IARs are also required to obtain pre-approval for investments in private placements and initial public offerings. A copy of the LPL code of ethics is available to clients or prospective clients upon request and is available on LPL's website www.lpl.com.

Participation or Interest in Client Transactions

In the case of the SMA Platform, LPL, as principal, buys securities from and sells securities to clients in program accounts. This practice could put LPL in a position where its own interests are in conflict with clients. However, LPL is not a market maker in securities and does not carry an inventory. In addition, it is the SMA Portfolio Manager (and not LPL) who as investment advisor determines the securities to be traded in the account. It is also the SMA Portfolio Manager who has a duty of best execution in negotiating transactions for program clients.

In the case of the MP Platform, LPL as investment advisor determines the securities to be traded in the account; however, LPL is expected to closely track the Model Portfolio, applying discretion only to redress particular account issues, including tax loss harvesting, rebalancing, tracking error from the Model Portfolio, and to ensure that investment restrictions are being followed. Though LPL also processes securities transactions, as broker-dealer, for MP Platform accounts, LPL does not charge commissions.

When LPL acts in a principal capacity for an SMA Portfolio Manager, it receives a markup or markdown on the transaction. This means, for example, if LPL sells a security at a price higher than what LPL paid, LPL will earn a markup. Conversely, if LPL buys a security at a price lower than what LPL sells it for, LPL will receive a markdown. The maximum markup or markdown that LPL receives when acting in a principal capacity in a program account is \$2.00 per bond. In many cases, this maximum does not



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apply, and the actual markup or markdown is lower, typically \$1.00 per bond. Details about a markup or markdown for a particular transaction will be furnished upon request.

Purchase of mutual fund shares are typically processed through LPL's proprietary account resulting in such purchases being characterized as principal transactions for certain reporting purposes. In such case, the shares will be purchased at the fund's net asset value, and no additional charges will be applied to such transactions as a result of the firm's use of a proprietary account for the mutual fund purchase.

LPL's parent company, LPL Financial Holdings Inc., is a publicly traded company. SMA Portfolio Managers are not prevented from purchasing LPL Financial Holdings Inc. stock in program accounts.

12b-1 Fees; Recordkeeping Services and Compensation; Revenue Sharing Arrangements.

Some mutual funds and Program Share Classes in Manager Access Select charge shareholders a 12b-1 fee. To the extent a mutual fund or a Program Share Class charges a 12b-1 fee, the fee will be paid to LPL by the mutual fund. Any 12b-1 fees paid to LPL by mutual funds that are held in a retirement account will be credited to the account, while, LPL retains all 12b-1 fees paid to LPL by mutual funds that are held in non-retirement accounts.

LPL performs recordkeeping and administrative services on behalf of mutual funds and receives compensation for the services based on mutual fund holdings of clients. These services include establishing and maintaining sub-account records reflecting the issuance, exchange or redemption of shares by each program account. A type of recordkeeping service that LPL provides to certain mutual fund families is to process transactions on an omnibus basis, which means that LPL consolidates client trades into one daily trade with a fund, and maintains all pertinent shareholder information for the fund. In some cases LPL earns recordkeeping compensation with respect to a Program Share Class but does not earn recordkeeping compensation, or earns less recordkeeping compensation, with respect to other share classes of the same fund that are not offered through the Program. If LPL does not provide omnibus services to a mutual fund, then fund shares are traded on a networked basis, which means LPL submits a separate trade for each individual client trade to the fund. In that case, LPL maintains only certain elements of the fund's shareholder information.

The compensation LPL receives from a fund for recordkeeping and administrative services is based on the amount of client assets that are invested in the fund (up to 0.25% annually), or the number of positions held by clients in the fund (up to \$25 per position). In addition, LPL charges a setup fee to product sponsors when adding new investment products or share classes of an investment product to LPL's investment platforms. In the case of exchange traded products, LPL receives up to \$7,500 per product. In the case of mutual funds, LPL receives a one-time set up fee of up to \$40,000 to add the sponsor to its recordkeeping platform, which is the sum of a \$15,000 due diligence fee and a setup fee of \$5,000 per fund (up to a maximum of \$25,000 total for all funds). LPL does not share this compensation with Advisors.

LPL has fee arrangements with investment advisors or distributors ("sponsors") of mutual funds, ETFs, alternative investment products and structured products that are available for purchase through the Program, called revenue sharing. Under these arrangements, the sponsor pays LPL a fee based on the amount of client sales or assets invested in the sponsor's funds or products or a fixed fee, and LPL provides marketing support to the sponsor and allows the sponsor to access LPL representatives so that the sponsor can promote such funds or products. The maximum revenue sharing fee received by LPL under these arrangements is 0.15% annually. LPL does not accept revenue sharing fees for assets held in retirement accounts. LPL does not require that a fund sponsor participate in revenue sharing arrangements for the sponsor's funds to be selected for an Account. In some cases, LPL receives compensation from a fund for the provision of services in addition to LPL's receipt of revenue sharing payments from the fund's sponsors. Such compensation includes 12b-1 fees in the case of nonretirement accounts and mutual fund recordkeeping compensation (described above).

LPL's receipt of 12b-1 fees and recordkeeping compensation and LPL's revenue sharing arrangements present conflicts of interest that affect LPL's ability to provide clients with unbiased, objective investment advice concerning the selection of funds and share classes for a Model Portfolio in the case of Model Portfolios designed by LPL. In particular, LPL has a financial



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incentive: (i) to select a fund or a Program Share Class that charges a 12b-1 fee and/or pays recordkeeping compensation to LPL over another comparable fund or a share class that does not charge 12b-1 fees or pay recordkeeping compensation; (ii) to select a fund sponsored by a company that makes revenue sharing payments to LPL, instead of another comparable fund whose sponsor does not make such payments; and (iii) to select a fund or a Program Share Class that charges 12b-1 fees, pays recordkeeping compensation to LPL, or whose sponsor makes revenue sharing payments to LPL that, in each case, are comparatively higher than those charged or paid by another comparable fund or share class or a sponsor of such funds or share classes. Such other comparable funds and/or share classes may be more appropriate for a client than the fund or Program Share Class offered through the Program. LPL's website www.lpl.com identifies the mutual funds that pay recordkeeping compensation and the mutual fund sponsors that make revenue sharing payments to LPL.

LPL does not share 12b-1 fees, recordkeeping fees, or revenue sharing payments with third party SMA Portfolio Managers or Model Advisors, and, therefore, there is no financial incentive for an a third party SMA Portfolio Manager or Model Advisor to select one fund or a Program Share Class over another comparable fund or share class on the basis of the 12b-1 fee, recordkeeping compensation, and revenue sharing payments that the fund or Program Share Class charges or provides to LPL. LPL also does not share these payments with Advisor.

Cash Sweep Arrangements

LPL makes available programs for cash in an account to be automatically swept to a money market fund or an interest-bearing Federal Deposit Insurance Corporation ("FDIC")-insured deposit account. For more information about which types of accounts are eligible to use the different sweep options, please speak to Advisor.

For accounts that are set up for cash to sweep to a money market fund -- the available sweep money market funds typically pay higher 12b-1 fees than other money market funds. In addition, LPL receives compensation of up to 0.35% annually of the LPL client assets invested in the sweep money market funds for recordkeeping services it provides for the funds. LPL also receives up to 0.15% annually of the LPL client assets invested in the sweep money market funds in connection with marketing support services LPL provides to the money market fund sponsors. LPL receives up to 1.00% annually of LPL client assets in the sweep money market funds from the money market fund sponsor in connection with 12b-1 fees, recordkeeping and other compensation.

For accounts that sweep cash to the multi-bank insured cash account program offered by LPL (the "ICA") -- LPL receives a fee equal to a percentage of the average daily deposit balance in the ICA. The fee paid to LPL is applied across all ICA deposit accounts taken in the aggregate; therefore, on some accounts, fees to LPL may be higher or lower than this amount. For accounts that sweep cash to the multi-bank deposit cash account program offered by LPL (the "DCA")—LPL receives a flat monthly fee per account based upon the prevailing fed funds target rate. LPL's compensation under the DCA program is not affected by the actual cash amounts held in your account. The compensation LPL receives with respect to the ICA or DCA may be higher than if a client invests in other sweep investment options.

This compensation that LPL receives related to the ICA, DCA and the sweep money market funds is in addition to the Account Fee received with respect to the assets in the sweep investment. This compensation related to the ICA and sweep money market funds presents a conflict of interest to LPL because LPL has a financial benefit if cash is invested in the ICA or funds. However, this compensation is not shared with SMA Portfolio Managers. Therefore, this compensation does not cause a SMA Portfolio Manager to have a financial incentive to recommend that cash be held in the account instead of holding securities.

Collateralized Lending Arrangements

LPL offers a program that enables clients to collateralize certain investment accounts in order to obtain secured loans through banking institutions that participate in the program. LPL receives third party compensation from participant banks based on the amount of outstanding loans. Compensation can be up to 0.75% of the outstanding loan amount. This compensation to LPL varies, and, therefore, LPL can earn more or less depending on the bank selected by the client. This compensation is a conflict of interest to LPL because LPL has a financial incentive for the client to select a bank in the program, and a participating bank that pays LPL more. However, LPL does not share this compensation with Advisor, and therefore, Advisor does not have a



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financial incentive if one bank is selected over another. LPL's interest in continuing to receive investment advisory fees gives LPL an incentive to recommend that clients borrow money rather than liquidating some of their assets managed by LPL, when it could be in a client's best interest to sell such assets instead of using them as collateral for a loan.

When a client pledges assets in an account, the client is a borrower and uses the cash and securities in the account as collateral for a loan and pays interest to the bank. Because of LPL's arrangements with the banks participating in the program, clients may be limited in their ability to negotiate the most favorable loan terms. However, clients are not required to use the banks in LPL's program, and can work directly with other banks to negotiate loan terms or obtain other financing arrangements. Clients should be aware that LPL's collateralized loan program is one way, among many, for clients to obtain a secured loan. Clients should understand that the interest and additional fees paid to the bank in connection with the loan are separate from and in addition to the advisory fees the client pays LPL for its advisory services on the account. As an alternative, clients could pledge securities held in a brokerage account at LPL, under which clients would pay commissions for securities transactions instead of ongoing fees for investment advice.

Rollovers

If a client is a participant in an employer-sponsored retirement plan such as a 401(k) plan, and decides to roll assets out of the plan into the account, Advisor has a financial incentive to recommend that the client invest those assets in the account, because Advisor will be paid on those assets, for example, through advisory fees. Clients should be aware that such fees likely will be higher than those a participant pays through a plan, and there can be maintenance and other miscellaneous fees. As securities held in a retirement plan are generally not transferred to the account, commissions and sales charges will be charged when liquidating such securities prior to the transfer, in addition to commissions and sales charges previously paid on transactions in the plan.

Other Clients

Client should understand that SMA Portfolio Managers, Model Advisors, LPL and Advisor may perform advisory and/or brokerage services for various other clients, and they may give advice or take actions for those other clients that differ from the advice given to the client. The timing or nature of any action taken for the account may also be different.

Review of Accounts

LPL provides Advisor and/or clients with regular written reports and statements regarding their accounts. LPL provides Advisor, and clients, if so directed by Advisor, performance information describing account performance. In addition, LPL transmits to clients account statements showing transactions, positions, and deposits and withdrawals of principal and income.

Other Compensation

In the case of the SMA Platform, SMA Portfolio Managers may reimburse LPL for the costs associated with the use of technology necessary for the SMA Portfolio Manager to perform its services under the program. LPL and LPL employees may receive additional compensation from product sponsors, including SMA Portfolio Managers and Model Advisors. Such compensation may not be tied to the sales of any products or services. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives. SMA Portfolio Managers, Model Advisors and other product sponsors may also pay for, or reimburse LPL for the costs associated with, education or training events that may be attended by LPL employees, Advisor and its employees and representatives and for LPL-sponsored conferences and events.

LPL employees provide sales support resources to Advisors that use LPL advisory programs. The compensation that LPL pays to these employees varies based on the assets in LPL's different advisory programs. These employees have an incentive to promote certain advisory programs to Advisor over other advisory programs.

LPL receives compensation in the form of earnings on its short-term investment of cash in program accounts prior to the time the cash is invested for the account. These earnings are generally known as "float." Cash in the account would typically result from contributions to the account or sales of securities in the account. For accounts that opt out of the sweep program, the



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accounts may remain in free credit balances. In such case, LPL receives compensation in the form of earnings on cash. LPL does not share this compensation with Advisor.

In the event a trade error occurs in an account, and such error is determined to be caused by LPL, LPL typically will cancel the trade and remove the resulting monetary loss to the client from the account. If a trade correction is required as a result of client (e.g., if client does not make full payment for purchases or fails to deliver negotiable securities for liquidations before trade settlement), LPL typically will cancel the trade and any resulting monetary loss will be borne by the client. In the case of a trade that requires a correction as described above and that resulted in a monetary gain to the client, such gain will be removed from the account and can result in a financial benefit to LPL.

Financial Information and Custody

LPL is a qualified custodian as defined in Rule 206(4)-2 under the Investment Advisers Act of 1940 and maintains custody of Manager Access Select client funds and securities in a separate account for each client under the client's name. LPL as a qualified custodian sends account statements showing all transactions, positions, and all deposits and withdrawals of principal and income. LPL sends account statements monthly when the account has had activity or quarterly if there has been no activity. Clients should carefully review those account statements.

Brokerage Practices

In the case of the MP Platform, all transactions will be executed through LPL, and Client directs that securities transactions for the Account be initiated through LPL. In the case of the SMA Platform, clients direct SMA Portfolio Managers to execute transactions through LPL, subject to the SMA Portfolio Manager's duty as an investment advisor to seek to achieve best execution. Clients should understand that an SMA Portfolio Manager may choose to place some or all trades for accounts with broker-dealer firms other than LPL ("trade away" or "step outs"). Some SMA Portfolio Managers have historically placed nearly all client trades with broker-dealer firms other than LPL for execution, in particular, if the SMA Portfolio Manager follows a fixed-income, foreign or small cap investment strategy. In addition, SMA Portfolio Managers may choose to trade away from LPL in order to aggregate all client transactions into one or more larger "block trades" that are executed through one broker-dealer. This practice may enable an SMA Portfolio Manager to obtain more favorable execution, including a more advantageous net price, than would otherwise be available if orders were not aggregated into a single "block trade." It may also assist the SMA Portfolio Manager in potentially avoiding an adverse effect on the price of a security which could result from simultaneously placing a number of separate, successive or competing client orders.

When securities transactions are effected through LPL, there are no brokerage commissions charged to the account. If an SMA Portfolio Manager chooses to execute a transaction through a broker-dealer other than LPL, the execution price may include a commission or fee imposed by the executing broker-dealer. Clients should understand that the client will bear any such additional trading cost, in addition to the Account Fee paid to LPL. The additional expenses charged by the broker-dealer executing the transaction may include commissions, mark-ups, mark-downs or "spreads" paid to executing broker dealer firm. Additionally, if a foreign currency transaction is required, there may be foreign exchange or similar fees, including but not limited to fees for foreign ordinary conversion and creation of American Depositary Receipts ("ADRs") charged by third parties as well as foreign tax charges. In many cases, the commission, mark-up, mark-down or other additional expenses charged by the executing broker-dealer or third party will be embedded in the purchase or sale price of such transactions, as reflected on trade confirmations and custodial account statements provided by LPL. In evaluating whether to execute a trade through a broker-dealer other than LPL, an SMA Portfolio Manager will consider the fact that an account will not be charged an additional expenses (such as a commission) if effected directly through LPL.

Clients should understand that LPL is not able to fully evaluate whether an SMA Portfolio Manager is meeting its best execution obligations to clients for specific transactions when trading away, as it is not a party to such transactions and is not in a position to negotiate the price or transaction related charges with the executing broker. The responsibility to determine whether to trade away arises out of an SMA Portfolio Manager's individual fiduciary duty to clients and trading expertise. Additional



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information regarding equity trading away practices of SMA Portfolio Managers is available on LPL.com (see “Third-Party Portfolio Manager Trading Practices” on the “Disclosures” page).

Clients should consider whether or not the appointment of LPL as the broker-dealer may or may not result in certain costs or disadvantages as a result of possibly less favorable executions. Clients should understand that not all wrap program sponsors require brokerage to be directed to the sponsor. By directing brokerage to LPL, clients may be unable to achieve the most favorable execution of client transactions. In particular, a client’s account may not be able to participate in block trades placed by a SMA Portfolio Manager for its other accounts, which may result in a difference between prices charged to a program account and SMA Portfolio Manager’s other accounts. For these reasons, directed brokerage may cost clients more money.

SMA Portfolio Managers (in the case of the SMA Platform) and LPL (in the case of the MP Platform) may aggregate transactions for a client with other clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. Clients should read and understand the brokerage practices disclosed in the Firm Brochure of each SMA Portfolio Manager selected by the client (if applicable).

LPL pays compensation to Advisor, which includes a portion of the Account Fee and also may include other compensation, such as bonuses, awards or other things of value offered by LPL to the Advisor and/or its representatives. For example, LPL may pay additional compensation to Advisor or its representatives by providing equity awards from LPL’s parent company, LPL Financial Holdings Inc., consisting of awards of either restricted stock units (a promise to deliver stock in the future) or stock options to purchase stock, in each case subject to satisfaction of vesting and other conditions, payments in the form of repayable or forgivable loans, reimbursement of administrative servicing fees or technology fees that Advisor and/or its representatives pays to LPL, free or reduced-cost marketing materials, payments in connection with the transition of Advisor’s business from another firm to LPL, or attendance at LPL’s conferences or events.

Individuals of Advisor also may be associated with LPL as broker-dealer registered representatives and/or investment advisor representatives.

LPL also provides various benefits and/or payments to third party investment advisor firms with broker-dealer registered representatives that are newly associated with LPL to assist the firm with the costs (including foregone revenues during account transition) associated with transitioning its business to LPL (collectively referred to as “Transition Assistance”). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the firm’s business, satisfying any outstanding debt owed to its prior affiliated firm, offsetting account transfer fees (ACATs) as a result of the firm’s clients transitioning to LPL’s custodial platform, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, staffing support and termination fees associated with moving accounts.

The amount of the Transition Assistance payments are often significant in relation to the overall revenue earned or compensation received by the firm at its prior affiliated firm. Such payments are generally based on the size of the firm’s business established at its prior affiliated firm, for example, a percentage of the revenue earned or assets serviced at its prior affiliated firm. These payments are generally in the form of payments or loans to the firm with favorable interest rate terms as compared to other lenders, which are paid by LPL or forgiven by LPL based on years of service with LPL (e.g., if the firm remains with LPL for 5 years) and/or the scope of business engaged in with LPL. LPL does not verify that any payments made are actually used for such transition costs. Clients should refer to the Advisor’s Form ADV brochure for more information about conflicts of interest.

LPL also makes payments to such firms in connection with the transition of certain advisory business to LPL from his or her prior firm that is not approved on LPL’s platform. These payments are tied to the amount of client assets that are transitioned from an unapproved platform at the prior firm to LPL’s advisory programs.

The receipt of Transition Assistance creates a conflict of interest in that a firm has a financial incentive to recommend that a client open and maintain an account with the firm and LPL for advisory, brokerage and/or custody services, and to recommend



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switching investment products or services where a client's current investment options are not available through LPL, in order to receive the Transition Assistance benefit or payment. LPL attempts to mitigate these conflicts of interest by evaluating and recommending that clients use LPL's services based on the benefits that such services provide to clients, rather than the Transition Assistance earned by any particular firm. However, clients should be aware of this conflict and take it into consideration in making a decision whether to establish or maintain a relationship with LPL.

Brochure Supplements

Accompanying this Brochure are Brochure Supplements for individual employees or officers of LPL. Note that although these individuals are responsible for investment advice provided by LPL and may meet with clients from time to time, they are not responsible for the ongoing individualized investment advice provided to a particular client. For more information about the SMA Portfolio Manager managing the account or Model Advisor providing a Model Portfolio, client should review the Brochure of the SMA Portfolio Manager or Model Advisor provided to you when you opened your Program account. For more information about the Advisor servicing the account, client should refer to the Advisor's Firm Brochure, which should have been provided at the time client opened the account. If client did not receive these documents related to Advisor or its associated persons, the client should contact the Advisor.



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BROCHURE SUPPLEMENTS

George Burton White LPL Financial LLC
Kirby Horan-Adams 1055 LPL Way, Fort Mill, SC 29715
John Lynch (704) 733-3300
Steven James Snyder
Jason Hoody

Jeffrey Alan Buchbinder LPL Financial LLC
Barry Seth Gilbert 75 State Street, 22nd Floor, Boston, MA 02109
(617) 423-3644
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Marcus Ehlers LPL Financial LLC
4707 Executive Drive, San Diego, CA 92121
(858) 450-9606

December 27, 2018

These Brochure Supplements provide information about certain LPL employees or officers that supplements the LPL Financial Brochure that is attached to these Brochure Supplements. Please contact LPL Financial at the number above if you did not receive the LPL Financial Brochure or if you have any questions about the contents of these Brochure Supplements. You may also contact your LPL investment advisor representative with questions.

Additional information about these LPL employees or officers is available on the SEC’s website at www.adviserinfo.sec.gov.

Note that although these LPL employees or officers included in these Brochure Supplements are responsible for investment advice provided by LPL they are not the IARs responsible for the ongoing individualized investment advice provided to a particular client. For more information about the IAR managing the account, client should refer to the Brochure Supplement for the IAR, which should have been provided by the IAR along with the LPL Financial Brochure and these Brochure Supplements at the time client opened the account. If client did not receive a Brochure Supplement for the IAR, the client should contact the IAR or LPL at lplfinancial.adv@lpl.com.

George Burton White

Educational Background and Business Experience

George Burton White was born in 1969. He has a BBA from the College of William and Mary. He is Managing Director, Investor and Investment Solutions and Chief Investment Officer and has served in that position as Managing Director and Chief Investment Officer since 2009. He joined LPL in 2007 as a Managing Director and Director of Research. Prior to joining LPL, he was Managing Director and Director of Research at Wachovia Securities from 2000 to 2007.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Mr. White is a registered representative of LPL and an investment adviser representative of Fortigent, LLC (“Fortigent”), a registered investment adviser and related person of LPL. Mr. White is also the Chief Investment Officer of Fortigent. LPL is a registered broker-dealer and member of FINRA. Although Mr. White is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.



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Additional Compensation

Mr. White receives a regular salary and a discretionary bonus.

Supervision

Mr. White, as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. White also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

Kirby Horan-Adams

Educational Background and Business Experience

Kirby Lepak Horan-Adams was born in 1976. She has a BA in Math and Economics from Trinity College, an MBA and MSF from Boston College, and a JD from Boston College Law School. She is an Executive Vice President and Director of Research at LPL and joined the LPL Research Department in 2006. Prior to joining LPL, she was an analyst at Cerulli Associates.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Ms. Horan-Adams is a registered representative of LPL and an investment adviser representative of Fortigent, a registered investment adviser and related person of LPL. LPL is a registered broker-dealer and member of FINRA. Although Ms. Horan-Adams is a registered representative of LPL, she does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Ms. Horan-Adams receives a regular salary and a discretionary bonus.

Supervision

Ms. Horan-Adams reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Ms. Horan-Adams also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

John Lynch

Educational Background and Business Experience

John Lynch was born in 1963. He has a BA in History from Villanova University and an MBA in Finance from The College of William and Mary. He joined LPL Financial in April, 2017 as Chief Investment Strategist and Executive Vice President, Research. He has been in the investment business for 30 years, having spent the last 20 years at Wells Fargo, where he held leadership roles in research and investment strategy for the brokerage, asset management and private banking divisions.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.



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Other Business Activities

Mr. Lynch is a registered representative of LPL. LPL is a registered broker-dealer and member of FINRA. Although Mr. Lynch is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Mr. Lynch receives a regular salary and a discretionary bonus as a member of the LPL Research team. Such bonus for LPL Research personnel is based on the performance of certain portfolios managed by LPL Research. This bonus presents a conflict of interest because it could incentivize the LPL Research team to focus on short-term performance, take undue risk, or favor certain portfolios over others. However, LPL mitigates this conflict by basing the bonus calculation on short and long-term performance, capping the amount of compensation paid regardless of the return, and tying a portion of the compensation to the outperformance of all LPL managed portfolios.

Supervision

Mr. Lynch reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. Lynch also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

Steven James Snyder

Educational Background and Business Experience

Steven James Snyder was born in 1973. He has a BA in Economics and a BS in Cognitive Science from the University of California at San Diego. He is the Research Operating Officer of LPL, and has served in that position since 2014. Prior to joining LPL, Mr. Snyder was Head of Due Diligence at Fortigent. Prior to Fortigent, he was a Due Diligence analyst at Dunham & Associates.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Mr. Snyder is a registered representative of LPL and an investment adviser representative of Fortigent, a registered investment adviser and related person of LPL. LPL is a registered broker-dealer and member of FINRA. Although Mr. Snyder is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Mr. Snyder receives a regular salary and a discretionary bonus.

Supervision

Mr. Snyder reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. Snyder also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.



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Jason Hoody

Educational Background and Business Experience

Jason Hoody was born in 1975. He has a BS in Political Science from Clarkson University, an MA in International Affairs from American University, an MS in Finance from Johns Hopkins University, and is a CFA charterholder. He is an Assistant Vice President in Research at LPL and joined LPL in 2015. Prior to joining LPL, he was a Vice President at BB&T and an analyst at KPMG.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

There are no other business activities to disclose in response to this item.

Additional Compensation

Mr. Hoody receives a regular salary and a discretionary bonus as a member of the LPL Research team. Such bonus for LPL Research personnel is based on the performance of certain portfolios managed by LPL Research. This bonus presents a conflict of interest because it could incentivize the LPL Research team to focus on short-term performance, take undue risk, or favor certain portfolios over others. However, LPL mitigates this conflict by basing the bonus calculation on short and long-term performance, capping the amount of compensation paid regardless of the return, and tying a portion of the compensation to the outperformance of all LPL managed portfolios.

Supervision

Mr. Hoody reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. Hoody also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

Jeffrey Alan Buchbinder

Educational Background and Business Experience

Jeffrey Alan Buchbinder was born in 1971. He has a BA in Economics from Northwestern University and an MBA from Duke University. He is a Vice President, Equity Strategist and Portfolio Manager for LPL Financial Research and has been with the firm since 2003. Prior to joining LPL, he served as an Equity Research Associate at Sanford C. Bernstein. Prior to Bernstein, he was an Equity Research Associate at Deutsche Bank.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Mr. Buchbinder is a registered representative of LPL. LPL is a registered broker-dealer and member of FINRA. Although Mr. Buchbinder is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Mr. Buchbinder receives a regular salary and a discretionary bonus as a member of the LPL Research team. Such bonus for LPL Research personnel is based on the performance of certain portfolios managed by LPL Research. This bonus presents a conflict of interest because it could incentivize the LPL Research team to focus on short-term performance, take undue risk, or favor



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certain portfolios over others. However, LPL mitigates this conflict by basing the bonus calculation on short and long-term performance, capping the amount of compensation paid regardless of the return, and tying a portion of the compensation to the outperformance of all LPL managed portfolios.

Supervision

Mr. Buchbinder reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. Buchbinder also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

Barry Seth Gilbert

Educational Background and Business Experience

Barry Seth Gilbert was born in 1967. He has a BA in Philosophy from Haverford College, an MA from the Pennsylvania State University, and a PhD from Boston University. He is an Assistant Vice President and Portfolio Manager for LPL Research and has been with the firm since 2013. Prior to joining LPL, he taught at Harvard University.

Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Mr. Gilbert is a registered representative of LPL. LPL is a registered broker-dealer and member of FINRA. Although Mr. Gilbert is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Mr. Gilbert receives a regular salary and a discretionary bonus as a member of the LPL Research team. Such bonus for LPL Research personnel is based on the performance of certain portfolios managed by LPL Research. This bonus presents a conflict of interest because it could incentivize the LPL Research team to focus on short-term performance, take undue risk, or favor certain portfolios over others. However, LPL mitigates this conflict by basing the bonus calculation on short and long-term performance, capping the amount of compensation paid regardless of the return, and tying a portion of the compensation to the outperformance of all LPL managed portfolios.

Supervision

Mr. Gilbert reports up to Mr. White, who as the Chief Investment Officer of LPL, is responsible for the advice provided by the LPL Research Department through LPL's advisory programs. The advice provided by Mr. Gilbert also is subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

Marcus Ehlers

Educational Background and Business Experience

Marcus Ehlers was born in 1960. He has a BA from the University of Iowa. He is Executive Vice President of Trading and Client Compensation at LPL and joined LPL in 2010. Prior to joining LPL, Mr. Ehlers was an internal business consultant at Fidelity Investments from 2009 to 2010, and a Vice President at Schwab Institutional prior to 2009.



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Disciplinary Information

There are no legal or disciplinary events to disclose in response to this item.

Other Business Activities

Mr. Ehlers is a registered representative of LPL. LPL is a registered broker-dealer and member of FINRA. Although Mr. Ehlers is a registered representative of LPL, he does not engage in the sale of securities or receive commissions or other compensation based on the sale of securities or other investment products.

Additional Compensation

Mr. Ehlers receives a regular salary and a discretionary bonus.

Supervision

As Executive Vice President of Trading and Client Compensation, Mr. Ehlers is responsible for trade execution in LPL's advisory programs, subject to LPL's policies and procedures and to any guidelines established for the applicable advisory program. The Chief Compliance Officer – Advisory Compliance is responsible for administering LPL's policies and procedures for investment advisory activities. The telephone number for the Advisory Compliance Department is 1-800-877-7210.

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