

**Sagemark Consulting
a Division of
Lincoln Financial Advisors Corporation
Financial Planning
Form ADV, Part 2A**

July 29, 2022

Lincoln Financial Advisors Corporation
1301 South Harrison St.
Fort Wayne, IN 46802-3425
(800) 237-3813

www.lfa-sagemark.com

This brochure provides information about the qualifications and business practices of Lincoln Financial Advisors Corporation. If you have any questions about the contents of this brochure, please contact us at (800) 237-3813 or by sending us an email at LFNAdvisoryServices@lfg.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority. Registration as an investment adviser does not imply a certain level of skill or training.

Additional information about Lincoln Financial Advisors Corporation also is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2: Material Changes

This interim amendment to the brochure (this “Brochure”) for the financial planning services offered by Sagemark Consulting, a division of Lincoln Financial Advisors Corporation (“LFA”), is dated July 29, 2022 and the last annual updating amendment to this Brochure was dated March 30, 2022. Material changes to this Brochure since the last annual updating amendment dated March 30, 2022 include the following:

- LFA updated Items 4 and 5 of this Brochure to provide clients with updated information regarding LFA’s consulting subscription services and other financial planning services, including the services clients will receive and the fees, costs, and expenses they will pay in connection with such services.

Clients are strongly encouraged to read this Brochure in detail and contact their IAR (as defined below) with any questions. If you would like another copy of this Brochure or a copy of any other LFA brochure, please feel free to access and download it from our website at www.lfa-sagemark.com under My accounts—Disclosures or at www.lfg.com/public/individual/adv, or from the SEC’s website at www.adviserinfo.sec.gov. You also may request a copy of this Brochure or any other LFA brochure by contacting LFA at (800) 237-3813 or LFNAdvisoryServices@lfg.com.

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Item 4: Advisory Business

ABOUT LFA

LFA was incorporated in 1968 and has been registered with the SEC as an investment adviser since 1992. LFA is wholly owned by The Lincoln National Life Insurance Company (“LNL”), which is wholly owned by Lincoln National Corporation (“LNC”), a publicly held entity. Lincoln Financial Group is the marketing name for LNC and its affiliates.

As of December 31, 2021, LFA managed approximately \$27.5793 billion of client assets on a non-discretionary basis and approximately \$9.2082 billion of client assets on a discretionary basis.

LFA offers a wide variety of investment advisory programs and services, which are sometimes marketed using the name Sagemark Consulting, a division of LFA. LFA’s IARs assist clients in pursuing their financial goals by providing personalized financial planning services and investment solutions.

Any information you receive from LFA or the IARs relating to the tax considerations affecting your financial arrangements or transactions is not intended to be tax advice and you should not rely upon it as tax advice. Neither LFA nor the IARs provide tax, legal, or accounting advice.

In addition to the advisory programs and services described in this Brochure, LFA also offers the following advisory programs and services, which are described in separate Forms ADV, Part 2A:

- Premier Plus Wealth Management Program;
- Premier Series Wealth Management Program (which includes the Premier Separately Managed Accounts Program, Premier Unified Portfolio, the Premier Manager (Mutual Fund) Program, and the Premier Strategist Program);
- Financial Planning; and
- Third-Party Asset Management Programs, Retirement Plan Services and Other Advisory Services.

For a detailed discussion of each of the advisory programs and services listed above, including the fees and expenses you will pay, the compensation LFA and the IARs will receive, and LFA’s and the IARs’ conflicts of interest in connection with them, you should refer to the Form ADV, Part 2A for the particular program or service, which is available on our website at www.lfa-sagemark.com under My accounts—Disclosures or at www.lfg.com/public/individual/adv, and on the SEC’s website at www.adviserinfo.sec.gov. These Forms ADV, Part 2A may also be requested by contacting LFA at (800) 237-3813 or by sending us an email at LFNAdvisoryServices@lfg.com.

FINANCIAL PLANNING SERVICES

IARs provide financial planning services through a written planning agreement. Planning is focused on specific areas and is based upon each client’s individual financial situation and personal and/or business objectives. The degree of detail and sophistication of the financial planning services provided varies according to the individual client’s circumstances. Each client is provided with a written summary of the work undertaken in electronic or hard copy format. Plans are usually completed within six months of the agreement date.

LFA’s planning services are advisory only. Any information you receive from LFA or the IARs relating to the tax considerations affecting your financial arrangements or transactions is not intended to be tax advice and you should not rely upon it as tax advice. Neither LFA nor the IARs provide tax, legal, or accounting advice, or other professional services.

Through meetings and discussions with your IAR, your IAR will gather the information necessary to understand your financial situation and objectives. The information gathered will include, among other things, your current financial status, future goals and objectives, and attitudes towards risk. Once this information, any requested financial records, and relevant documents are received, your financial data is analyzed and observations are made based upon your current financial circumstances. Financial challenges are identified and specific financial planning strategies are recommended and presented

to you for consideration in an electronic or hard copy written report. Your financial plan will address one or more of the following areas:

Personal Financial Planning

- ***Estate Planning Strategies.*** Your IAR will provide advice to enable you to make informed decisions with respect to property ownership, distribution of assets, estate tax reduction, tax payment, and related matters. Based on your current situation and your future goals, your IAR will review your estate plan, discuss planning techniques, and suggest alternative strategies when appropriate. The process involves a discussion of gifting, trust implementation, wills, the disposition of business interests, and related matters. Tax consequences and their implications are identified and evaluated.
- ***Retirement Planning.*** The retirement planning process includes an analysis of your current situation, a written discussion about alternative planning strategies, and techniques that can be used to assist you in accumulating wealth for retirement income, or in the appropriate distribution of assets following retirement. Tax consequences and their implications are identified and evaluated.
- ***Investment Planning.*** During the investment planning process, your IAR evaluates your existing investments, analyzes your current economic circumstances and tax characteristics, and reviews your risk tolerance. This process includes an analysis of your current asset allocation and investment income. Tax consequences and their implications are also identified and evaluated. Once your current situation has been reviewed, your IAR will recommend strategies and investment techniques. The strategies and techniques recommended are designed to assist you with the selection of an appropriate asset allocation and investment strategy in light of your investment objectives. The strategies and techniques outlined in your investment plan are designed to assist you in pursuing your stated investment goals at an appropriate risk level for you.
- ***Education Planning.*** The education planning process includes a definition of your objectives for family educational needs and a written analysis of potential ways to help fund the objectives. This includes strategies designed to help minimize negative tax implications, not only in the accumulation phase, but also in the distribution phase.
- ***Risk Management.*** The risk management planning process includes the evaluation of the impact of a potential premature death, disability, or long-term care event on your family situation. A written analysis defining your objectives, as well as the potential financial implications of adverse circumstances, is provided, along with recommendations of techniques that may help with the mitigation of this risk. This may include not only planning strategies, but product type/class considerations as well.

Business Owner Financial Planning

- ***Business Succession Planning.*** The business succession planning process includes an analysis of the current state of your business, as well as your goals for the future of your business. Once the current state of your business and your future goals are determined, your IAR will provide alternatives and strategies addressing the continuity or disposition of your business upon your retirement, death, disability, or decision to sell. Tax consequences and their implications are also identified and evaluated.
- ***Executive Compensation Planning.*** The focus of executive compensation planning is the analysis and recommendation of various compensation strategies to attract, retain, and reward key employees of the business. This planning may also include the business owner. Objectives of the business owner and the financial structure of the business will be reviewed and considered in the analysis and recommendations. Tax consequences and their implications are identified and evaluated.
- ***Entity Planning.*** The entity planning process begins with a review of the type(s) of entity(ies) you have elected for your business operations, including sole proprietorships. Understanding your short-, mid-, and long-term goals for the business and your succession or exit goals are an important factor as well. Together with your other advisors, your IAR will provide alternatives that may help you achieve your goals more effectively than your current situation,

or they may confirm that your current elections are most appropriate. Tax consequences and their implications may also be identified and evaluated.

- ***Employee Benefits Planning.*** The employee benefits planning process begins with a review of your current benefit offerings to your key people, executives, and/or your entire employee population. Understanding your short-, mid- and long-term goals for the business and your succession or exit goals are an important factor as well. Your business cash flow, ability to maintain certain funding requirements, and other factors will be evaluated. Together with your other advisors, your IAR will provide alternatives that may help you achieve your goals more effectively than your current situation, or they may confirm that your current plans are most appropriate. Tax consequences and their implications may also be identified and evaluated.
- ***Executive Financial Planning.*** LFA enters into agreements with businesses and associations to provide financial planning services to their executives, partners, members, directors, and other personnel. In these instances, each individual will be provided with a personal financial plan as described above. Fees charged are calculated based on the same criteria as the personal financial planning fees described in the Financial Planning Fees section below. Fees generally are paid by the business or association.
- ***Nonqualified Deferred Compensation Financial Planning.*** LFA also offers nonqualified deferred compensation financial planning services. For a nonqualified deferred compensation program, the analysis contains alternative methods to informally “fund” the program, including an overview of the accounting treatment of these methods, and a recommendation on the appropriate method of “funding” the program. The plan will be summarized in a written document delivered to you in electronic or hard copy format and will reflect your current situation and an analysis of alternative ways to accomplish your objectives.

LFA, through the IARs, will deliver a written financial analysis and plan to the client in hard copy or electronic format and will contact the client for a review of the plan. After this review, LFA’s obligations and responsibilities as it relates to the financial planning services being provided to the client shall terminate. Any necessary updates to the financial analysis and plan, or execution or implementation of the recommendations made in the plan, shall be at the sole discretion of the client. LFA and the IAR will be under no obligation to update the financial analysis and plan or to monitor changes in the client’s financial circumstances, investments, or insurance in connection with the financial analysis and plan services unless the planning agreement is renewed after the first anniversary.

Renewal Plans

After the first anniversary of the initial planning agreement, you may request, or the IAR may suggest, that the planning agreement be renewed for purposes of updating your financial plan, in whole or in part. The type of financial planning to be done in connection with any renewal will be agreed upon at the time of the renewal. The areas to be covered in any renewal may or may not be the same as the areas covered in your initial financial plan. In connection with renewals, the IAR will analyze current data you provide, will prepare an updated written summary (in electronic or hard copy format) reflecting your current financial circumstances, and, where appropriate, will recommend strategies for your consideration.

Other Types of Planning Services

Client Consultation Services

Consultation services are more limited than the services included with a full financial plan and may be limited to an isolated issue or specific area of concern. Consultation services are offered to clients who want general investment advice or guidance, including advice or guidance relating to one or more of the following areas:

- A review of the client’s current investment portfolio and a discussion of a generic asset allocation not involving any specific investment recommendations; or
- A review of a new or current issue regarding one or more of the following areas: estate planning strategies, retirement planning, investment planning, business succession planning, education planning, or risk management.

Your IAR will carefully review all relevant materials pertaining to your specific consultation. The IAR will then provide a consultation that reflects your current financial circumstances, financial outlook, and personal and/or business objectives. The consultation services provided by your IAR are limited to the advice given and the information discussed during the single consultation and any related follow up, and do not require your IAR to develop or provide an in-depth financial plan. If you would like a detailed financial plan, you should enter into a financial planning relationship with LFA as described above.

Executive Consulting Services

LFA enters into agreements with businesses and associations to provide consultation services to their executives, partners, members, directors, and other personnel. In these instances, each individual will be provided with a consultation as described above. Fees charged are calculated based on the same criteria as the client consultation fees described in the Consultation Fees section below. Fees generally are paid by the business or association.

Consulting Subscription Services

Consulting subscription services are more limited than the services included with a full financial plan. With consulting subscription services, clients have the ability to engage LFA and the IARs to provide general investment advice and guidance regarding estate planning strategies, investment planning, retirement planning, risk management, education planning, and/or business succession planning matters, as applicable, through a set subscription term of up to 24 months. During the term of a subscription agreement, clients will receive a minimum of two substantive consultations during each 12-month period of the term of their subscription agreement (the minimum substantive consultation obligations will be prorated for subscription periods of less than 12 months) that will allow LFA and its IARs to, among other things: (i) ensure they understand the client's current financial circumstances, objectives, and needs and, if necessary, obtain any relevant documentation; (ii) provide general investment advice and guidance regarding key financial matters the client would like to address during the term of their subscription agreement; and (iii) provide timely investment advice and guidance regarding current matters impacting the client's financial life. Additionally, all consulting subscription clients have reasonable access to their IAR throughout the term of their subscription agreement that will allow them to seek additional timely investment advice and guidance from their IAR regarding significant financial decisions, significant life events, financial concerns, or other important matters impacting their financial life. The terms of subscription agreements entered into prior to the date of this Brochure vary from the information described above and existing consulting subscription clients should refer to their subscription agreements for definitive information regarding the terms of their consulting subscriptions.

The consulting subscription services provided by your IAR are limited to the general investment advice and guidance given during each consultation conducted during the term of your subscription agreement and do not require your IAR to develop or provide an in-depth financial plan. If you would like a detailed financial plan, you should enter into a financial planning relationship with LFA as described above. Additionally, subscription agreements do not require LFA or your IAR to continuously monitor your financial circumstances, objectives, or needs; your accounts with LFA or other financial services firms; or the securities and other products you purchase and hold in such accounts. Further, subscription agreements do not require LFA or your IAR to provide any other oversight or ongoing asset management or portfolio management services, including security or other investment product recommendations or selections, with respect to your accounts with LFA or other financial services firms or the securities and other products you purchase and hold in any such accounts. If you would like LFA to provide you with account monitoring, account oversight, or ongoing asset management or portfolio management services, you should speak with your IAR regarding LFA's fee-based investment advisory programs and services.

Seminars

LFA provides seminars to groups of employees and associates and other organized groups. The seminars focus on various areas of financial planning, such as estate planning strategies, investment planning, retirement planning, business succession planning, education planning, and risk management. Seminars are held on a negotiated fee basis. The investment information provided during seminars is not intended to meet the objectives of any individual client or seminar attendee.

Implementation of Financial Plans

The services included in the planning and consultation processes are limited to recommending strategies for the client to consider. Clients are in no way obligated to implement any recommendations and are not obligated to do so through LFA or an IAR. The implementation of any recommended strategies is entirely at the client's discretion. The recommendations provided may be implemented through LFA, its affiliates, or other financial services providers. We cannot guarantee future financial results or the achievement of your financial goals through implementation of recommendations provided to you. LFA does not monitor the day-to-day performance of your specific investments as part of its financial planning or consultation services. Before implementing any recommendations, you should carefully consider the risks, costs, and potential benefits of purchasing particular products or services, and you are encouraged to seek further advice from your lawyer, tax specialist, accountant, and other professional advisors, particularly in connection with estate planning strategies, taxes, and business owner planning issues.

In addition to providing financial planning and consultation services to clients, IARs separately offer securities, insurance products, and other investment products issued or managed by other Lincoln Financial Group affiliates, as well as securities, insurance products, and other investment products of unaffiliated firms. To minimize conflicts of interest between the IARs' roles in the sale of securities, insurance products, and other investment products, financial plans and client consultations contain only generic recommendations regarding general types of securities, insurance products, and other investment products. In the financial planning and consultation processes, the IAR does not make recommendations regarding the purchase of specific securities, insurance products, or other investment products.

If a client chooses to implement the advice they receive in a financial plan or consultation through LFA, the client's LFA financial professional will be acting as a salesperson in the sale of securities, insurance products, and other investment products and may provide separate investment advisory services in connection with the management of client assets. A client who makes the decision to implement planning or consultation recommendations through a Lincoln Financial Group company will have access to a broad portfolio of securities, insurance products, and other investment products. Insurance products may include life insurance, disability insurance, and annuity products manufactured by Lincoln Financial Group companies and unaffiliated companies. Securities and other investment products accessible through LFA financial professionals are restricted to products approved for sale by LFA. LFA, in its role as a registered investment adviser, also offers a variety of asset management programs and services.

AVAILABLE ACCOUNT AND RELATIONSHIP TYPES

When you choose to purchase products and services through LFA and work with an LFA financial professional, you have the option of investing through a transaction-based account, such as a brokerage account, a fee-based investment advisory program, or both. It is important for you to understand the services you will receive, the fees, costs, and expenses you will pay, and LFA's and your LFA financial professional's conflicts of interest in connection with each of these different types of accounts and relationships with LFA and your LFA financial professional. These services, fees, costs, expenses, and conflicts of interest are described below and in much greater detail in LFA's Form CRS, Regulation Best Interest ("Reg BI") Disclosure Document, and Forms ADV, Part 2A, as applicable, which are available on LFA's website at www.lfa-sagemark.com under My accounts—Disclosures.

Transaction-Based Account, Such As a Brokerage Account

With a transaction-based account, such as a brokerage account, you will pay commissions and other charges (such as sales loads on mutual funds and other securities and investment products) at the time of each transaction, such as the purchase or sale of a mutual fund, stock, bond, option, or other security or investment product. These commissions and other charges are the primary source of compensation for the transaction-based advice provided by your LFA financial professional when recommending such transactions. When acting as your broker, your LFA financial professional can make recommendations and provide guidance to you in selecting securities, other investment products, and services. Your LFA financial professional may also provide investment education and research services, which are incidental to the brokerage services LFA provides. This type of account can potentially be more appropriate for you than a fee-based investment advisory account if you do not want ongoing investment advice on assets held in your account, or ongoing management of your account, and instead want only periodic or on-demand advice and recommendations specific to the purchase and sale of

securities and other investment products. This type of account can potentially result in lower costs for you if you expect to trade on an infrequent or occasional basis.

When LFA and your LFA financial professional make securities and investment strategy recommendations to you as broker-dealer for your transaction-based account, such as a brokerage account, LFA and your LFA financial professional are required to act in your best interest, without placing their financial or other interests ahead of your interests. Additionally, when LFA and your LFA financial professional provide investment advice to you on a regular basis regarding your ERISA retirement plan account or IRA, LFA and your LFA financial professional are fiduciaries within the meaning of Title I of ERISA and/or the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), as applicable, which are laws governing retirement accounts. However, you should be aware that LFA and your LFA financial professional are subject to various conflicts of interest in connection with the recommendations and other services they provide to you in connection with your transaction-based accounts. These conflicts of interest result from various arrangements, including, but not limited to, the roles LFA and your LFA financial professional play in a transaction, LFA’s and your LFA financial professional’s compensation arrangements, and LFA’s financial and other arrangements with custodians, clearing firms, other service providers, its affiliates, third-party product and service providers, and others. Important information regarding these conflicts of interest is provided in LFA’s Form CRS and Reg BI Disclosure Document, as well in the other important client disclosures available on LFA’s website, www.lfa-sagemark.com.

For additional information on LFA’s broker-dealer services and transaction-based account offerings, please see LFA’s Form CRS and Reg BI Disclosure Document, which are available on LFA’s website at www.lfa-sagemark.com under My accounts—Disclosures. LFA’s Form CRS and Reg BI Disclosure Document may also be requested by contacting LFA at (800) 237-3813 or by sending us an email at LFNAdvisoryServices@lfg.com. For detailed information regarding the commissions, trading/execution fees, and brokerage service charges that LFA establishes, controls, and charges clients when serving as broker-dealer of record for transaction-based accounts with National Financial Services LLC (“NFS”), please see LFA’s Fee and Commission Schedule for Accounts with NFS (the “LFA Fee Schedule”), which is provided to you at account opening, will change over time, and can be found on LFA’s website at www.lfa-sagemark.com under My accounts—Cost.

Before consenting to any broker-dealer relationship with LFA or an LFA financial professional, you should review the important disclosures referenced above, including those related to the services you will receive, the fees, costs, and expenses you will pay, the compensation LFA and its financial professionals will receive, and LFA’s and its financial professionals’ conflicts of interest. After reviewing these disclosures, please address any questions you may have with your LFA financial professional.

Fee-Based Investment Advisory Program

A fee-based investment advisory program, sometimes called a “managed account,” can potentially be more appropriate for you than a transaction-based account, such as a brokerage account, if you want ongoing investment advice and management of your account. LFA acts as the sponsor and broker-dealer in connection with some of the investment advisory programs and services it offers and LFA offers a number of different investment advisory programs and services.

With this type of account, you will pay an ongoing investment advisory fee based on the value of the assets held in your account in exchange for ongoing investment advice and management of your account and related services. The asset-based fee is the primary source of compensation for the ongoing investment advice provided by your IAR. You generally will not be charged commissions for each purchase or sale of a security or other investment product; however, you will be charged for (1) any transaction, trading, and execution charges that are applicable to trades and other transactions (including, but not limited to, “step-out” trades) occurring within your account and (2) other fees, costs, and expenses applicable to your account, the services provided to you and your account, and the securities and other investment products purchased, held, and sold in your account, in each case as described in your account-opening documentation and in the prospectuses and other disclosure documents for the securities and other investment products you purchase, hold, and sell.

Transaction, trading, and execution charges are not used to compensate your IAR for his or her services in this type of account. Certain investment advisory programs charge an “all-inclusive” bundled fee based on the value of the assets in your account. This bundled fee usually includes a portfolio management fee, transaction, trading, and execution costs, and investment advice and is sometimes referred to as a “wrap fee.” However, this bundled fee does not include costs associated

with transactions that are executed at broker-dealers other than the one at which your account is held. Transactions executed at broker-dealers other than the one at which your account is held are sometimes called “step-out” trades. Fees vary depending on which LFA advisory programs and services you use. LFA’s advisory program fees are billed either in arrears (*i.e.*, following the completion of the applicable billing period) or in advance (*i.e.*, at the beginning of the applicable billing period) depending on the program you select, and your billing methodology (*i.e.*, in arrears or in advance) will be specified in your client service agreement, Statement of Investment Selection or Statement of Insurance Selection, as applicable (“SIS”), or other account-opening documentation. Fees are charged either monthly or quarterly, as specified in your client service agreement, SIS, or other account-opening documentation, based on the assets held within your account for services including, but not limited to, ongoing investment advice, investment selection and recommendations, asset allocation, execution of transactions (depending on the program you are in), custody of securities, and account reporting services. Please see your client service agreement, SIS, and other account-opening documentation for additional information. After reviewing these documents, please address any questions you may have with your IAR.

LFA’s advisory fees generally are negotiable. Some programs, like the Premier Plus Wealth Management Program, charge separately for asset management services, ongoing investment advice, and transactions. In such programs, you will be charged for any transaction, trading, and execution fees, costs, and expenses that are applicable to trades and other transactions occurring within your account, as described in your account-opening documentation, in addition to your asset-based advisory fees. Applicable transaction, trading, execution, and other fees, costs, and expenses are described in detail in the applicable program’s client service agreement; SIS; transaction, trading, execution, and brokerage service fee schedules; other account-opening documentation; and Form ADV, Part 2A.

When LFA and your LFA financial professional serve as investment adviser for your fee-based account, LFA and your LFA financial professional are required to act in your best interest, without placing their financial or other interests ahead of your interests. Additionally, when LFA and your LFA financial professional provide investment advice to you on a regular basis regarding your ERISA retirement plan account or IRA, LFA and your LFA financial professional are fiduciaries within the meaning of Title I of ERISA and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. However, you should be aware that LFA and your LFA financial professional are subject to various conflicts of interest in connection with the investment advice and other services they provide to you in connection with your fee-based accounts. These conflicts of interest result from various arrangements, including, but not limited to, the roles LFA and your LFA financial professional play in a transaction, LFA’s and your LFA financial professional’s compensation arrangements, and LFA’s financial and other arrangements with custodians, clearing firms, other service providers, its affiliates, third-party product and service providers, and others. Important information regarding these conflicts of interest is provided in LFA’s Form CRS and Forms ADV, Part 2A, as well in the other important client disclosures available on LFA’s website, www.lfa-sagemark.com.

For additional information on LFA’s investment advisory programs and services, please see LFA’s Form CRS and Forms ADV, Part 2A, which are available through our website at www.lfa-sagemark.com under My accounts—Disclosures or at www.lfg.com/public/individual/adv, and through the SEC’s website at www.adviserinfo.sec.gov. LFA’s Form CRS and Forms ADV, Part 2A may also be requested by contacting LFA at (800) 237-3813 or by sending us an email at LFNAdvisoryServices@lfg.com. For detailed information regarding the trading/execution fees and brokerage service charges that LFA establishes, controls, and charges clients when serving as broker-dealer of record for Premier accounts held with NFS, please see the LFA Fee Schedule, which is provided to you at account opening, will change over time, and can be found on LFA’s website at www.lfa-sagemark.com under My accounts—Cost.

Before consenting to any investment advisory relationship with LFA or an LFA financial professional, you should review the important disclosures referenced above, including those related to the services you will receive, the fees, costs, and expenses you will pay, the compensation LFA and its financial professionals will receive, and LFA’s and its financial professionals’ conflicts of interest. After reviewing these disclosures, please address any questions you may have with your LFA financial professional.

Item 5: Fees and Compensation

Financial planning and consultation fees are charged according to various factors, including, but not limited to, the size and complexity of each client’s financial circumstances and the client’s income and net worth. Fees depend on, among other

things, whether the service is made available by an employer as an employee benefit and whether the fee is for a new agreement or the renewal of a prior agreement. All planning and consultation fees are based on the specific planning and consultation services provided to the client and the complexity of the client's financial situation and goals. Each IAR will negotiate with each client to determine the financial planning or consultation fees to be charged; therefore, fees vary among IARs and clients and some IARs charge higher fees than other IARs for similar or identical services.

FINANCIAL PLANNING, CONSULTATION, AND SEMINAR FEES

Financial Planning Fees

A fixed fee is specified in the financial planning agreement and a down payment of up to 100% of the total fee is billed to the client when the agreement is signed. The balance of the fee, if any, is payable upon delivery of the financial plan. In certain circumstances, LFA permits financial planning fees to be paid in installments. Fees charged to clients typically range from \$1,500 to \$75,000 but may be higher depending on the complexity of the situation. However, because situations affecting the planning process may change, fees may be re-negotiated and adjusted during the planning process with the client's consent. Based on the client's individual financial situation and personal and/or business objectives, financial planning services may be provided in separate phases with a different fee charged for each phase. The individual phases and applicable fees are based on the various components of the planning process, such as data collection, definition of objectives, and recommendations on specific areas of the plan.

Consultation Fees

A flat fee is charged for consultation services and is specified in the consultation agreement. The fee may be based upon an hourly rate, multiplied by an approximate number of hours, but cannot be paid as a retainer fee for future services to be determined. Consultation fees are determined and generally are billed when the client signs the agreement; however, in certain circumstances, LFA permits consultation fees to be paid in installments. Fees charged for these services typically range from \$75 to \$250 an hour but may be higher depending on, among other things, the complexity of the client's situation.

Consulting Subscription Fees

For subscription agreements, clients pay a flat fee for the full term of their subscription agreement. Consulting subscription fees are paid in advance in equal installments on either a monthly, quarterly, semi-annual, or annual basis as specified in the client's subscription agreement. In certain circumstances, IARs charge an initial one-time fee at the outset of the subscription agreement that is in addition to the flat subscription fee for the term. Consulting subscription fees vary depending on, among other things, the complexity of the client's financial situation and the client's goals for their subscription.

Seminar Fees

Seminar fees are charged either as a flat fee for a group of attendees or a flat amount per attendee. Fees are usually paid up front; however, in certain circumstances, LFA permits seminar fees to be paid in installments. The seminar agreement is terminated automatically upon the earlier of the completion of the seminar and the payment of the fee to LFA; or the cancellation of the seminar and the return of the fee, if one has been paid, to the client.

TERMINATION OF SERVICES

All financial planning, consultation, subscription, and seminar agreements may be terminated without penalty at the discretion of the client. If the client terminates their agreement before the plan, consultation, subscription, or seminar has been completed, any fees for work already completed will be due and any prepaid unearned fees will be refunded.

For financial planning services, if the client is dissatisfied with the focus or specificity of their financial plan, LFA will, if requested by the client in writing within ten days of delivery of their financial plan, and at no additional cost to the client, make appropriate changes to the client's financial plan or, in LFA's sole discretion, refund part or all of the financial planning fee the client has paid.

For point-in-time consultation services, if the client is dissatisfied with the focus or specificity of their consultation, LFA will, if requested by the client in writing within ten days of their consultation, and at no additional cost to the client, provide a single follow-up consultation or, in LFA's sole discretion, refund part or all of the consultation fee the client has paid.

For consulting subscription services, if the client is dissatisfied with the services they receive as part of their subscription agreement, LFA may, in its sole discretion, refund all or a part of the consulting subscription fee the client has paid.

COMPENSATION FOR THE SALE OF SECURITIES

Financial planning and consultation clients have the option to purchase securities and other investment products through other brokers or agents that are not affiliated with LFA. Commissions and other compensation for the sale of securities and other investment products provide other sources of compensation for LFA and many of the IARs. Should a client choose to implement any of the recommendations made in a financial plan or consultation through LFA, LFA will be acting in its capacity as broker-dealer, not as an investment adviser (unless otherwise agreed in writing), in executing transactions for your account.

If any of the Lincoln Financial Group companies or an unaffiliated company acts as an issuer, underwriter, distributor, or adviser with respect to a product or program sold to clients, LFA and its affiliates earn compensation from such sale. In addition, these products and programs contain charges and commissions payable to the IARs involved. LFA and the IARs also receive incentive awards for the sale of investment products, and LFA and the IAR will receive 12b-1 distribution fees and/or other payments from investment companies in connection with the investment of client assets in LFA brokerage accounts.

Depending on which products and services you purchase and use, you will receive materials that disclose important information, such as product prospectuses, client service agreements, SISs, applications, and disclosure brochures. You should read and evaluate this information carefully and contact your IAR with any questions.

LFA has agreements with many mutual fund families, AI sponsors, insurance companies, third-party (or turn-key) asset management program sponsors, third-party asset allocation providers, and other counterparties (collectively, "sponsors") under which sponsors provide additional compensation, sometimes called "marketing support," to LFA. These marketing support payments subsidize the cost of educational programs and marketing activities that are designed to help facilitate the utilization of these sponsors' programs, products, and services and to make our IARs more knowledgeable about these sponsors' programs, products, and services. In addition, these payments allow these sponsors' representatives to attend and participate in LFA conferences where IARs are present, one-on-one marketing meetings, and due diligence presentations. In some cases, these payments also compensate LFA for administrative services it provides in connection with the sponsors' product offerings. The method, timing, rate, and amount of these marketing support payments vary by sponsor, program, product, share class, asset class, investment strategy, and service, but marketing support payments typically are paid using one or more of the following methodologies: payment of a percentage of each sale (or of the premium paid on annuities and insurance products); payment of a flat amount per sales transaction; payment of an annual fee based on a percentage of total LFA client assets held with the sponsor; and/or payment of a flat annual fee. Payment rates and amounts vary by sponsor, but, as of the date of this Brochure, sponsors generally pay LFA: up to 1.5% of the gross amount of each sale (or of the premium paid on annuities and insurance products); up to \$250 per sales transaction; up to 0.15% annually of total LFA client assets held with the sponsor; and/or flat annual fees that do not exceed \$1,900,000 annually. Accordingly, with respect to the arrangements where payments are based on a percentage of each sale (or of the premium paid on annuities and insurance products), a flat amount per sales transaction, or total client assets held with the sponsor, the payments LFA receives will increase with the amount of client assets placed with the sponsor.

In addition to the marketing support payments that LFA receives through the formal marketing support arrangements described above, sponsors, including, but not limited to, those that have formal marketing support arrangements with LFA, make flat dollar payments to LFA from time to time. These payments are not made as part of any formalized agreement, but rather for specific activities, including, but not limited to, exhibit booth space, presentation opportunities at LFA meetings or similar events, attendance at conferences, educational events for IARs, and participation in other training and educational events. Some sponsors also reimburse LFA and, indirectly, IARs for certain expenses in connection with due diligence meetings, training and educational events, seminars that offer educational opportunities for clients, and similar

events. Some sponsors also provide LFA and IARs with nominal gifts and gratuities, including, but not limited to, merchandise bearing the brand or logo of the sponsor.

The marketing support payments LFA receives from sponsors create financial incentives for LFA that result in conflicts of interest for LFA. In particular, LFA has a conflict of interest given its financial incentive to include the sponsors, programs, products, share classes, and services that make marketing support payments to LFA on LFA's platform and to recommend that you utilize sponsors, programs, products, share classes, and services that make such payments to LFA, rather than sponsors, programs, products, share classes, and services that do not make such payments to LFA. In addition, LFA has a financial incentive to include the sponsors, programs, products, share classes, and services that make the highest rate and amount of marketing support payments to LFA on LFA's platform and to recommend that you utilize those sponsors, programs, products, share classes, and services, rather than sponsors, programs, products, share classes, and services that make relatively lower or no marketing support payments to LFA. Additionally, certain sponsors make marketing support payments to LFA only in connection with certain programs, products, share classes, asset classes, investment strategies, and services (and not others that are available), and certain sponsors pay LFA more or less marketing support depending on the particular program, product, share class, asset class, investment strategy, or service used. Given these facts, LFA has a conflict of interest given its financial incentive to recommend that you use the programs, products, share classes, asset classes, investment strategies, and services that generate the highest rate and amount of marketing support payments to LFA, rather than other available programs, products, share classes, asset classes, investment strategies, and services that generate relatively lower or no marketing support payments to LFA. Further, LFA limits the third-party variable annuities and fixed indexed annuities that are available through LFA to those offered by sponsors that make marketing support payments to LFA. As a result, LFA and IARs cannot recommend variable annuities or fixed indexed annuities from third-party sponsors that do not make these payments to LFA and that could potentially cost you less overall and otherwise be in your best interest. This presents a conflict of interest for LFA and IARs given their financial incentive to recommend the variable annuities and fixed indexed annuities that are available through LFA's platform. LFA mitigates these conflicts of interest by disclosing them to you, not sharing any marketing support payments with the IARs that recommend sponsors, programs, products, share classes, asset classes, investment strategies, or services for your account, and requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics.

You should be aware that there are sponsors, programs, products, share classes, asset classes, investment strategies, and services available through LFA that do not pay LFA any marketing support payments and therefore are likely to be less expensive for you to use than sponsors, programs, products, share classes, asset classes, investment strategies, and services that do make such payments to LFA.

For up-to-date information regarding LFA's marketing support arrangements, including a list of sponsors with which LFA has formal marketing support arrangements, a description of the revenue LFA receives, and LFA's related conflicts of interest, please see the marketing support disclosures available on LFA's website at www.lfa-sagemark.com under My accounts—Disclosures. Please review these marketing support disclosures in detail and discuss any questions you may have with your IAR.

LFA, the IARs, and clients also receive the benefit of certain services provided by program sponsors and custodians. These services include performance reporting, statement creation and delivery, technology systems including online access to account information, fee liquidation, notification and payment services, marketing material, and other services related to the management of investment advisory accounts. Some of these services will result in additional fees, costs, and expenses to LFA, the IARs, and clients, while others are packaged and available as part of an investment advisory program without itemization of the cost of each product or service.

CUSTODIAN AND CLEARING FIRM RELATIONSHIPS

Through its clearing relationship with NFS, LFA receives various revenue streams, including, but not limited to: 12b-1 fees on certain Fidelity money market funds used by clients as cash sweep vehicles; revenue sharing payments from NFS based upon clients' cash sweep balances held in NFS's taxable interest bearing cash option, FCASH; interest payments from NFS based upon a portion of the aggregate short market value of clients' accounts; a portion of the interest rate clients pay on margin loans; a portion of the interest rate clients pay on cash debits in their accounts; interest on cash balances in client accounts that have not selected a cash sweep option; a portion of the interest rate clients pay on NFS SBLOCs; all or a

portion of the transaction, trading, execution, and brokerage service charges established, controlled, and charged by LFA and disclosed in the LFA Fee Schedule; annual and other business development credits, as further described herein; and account transfer cost credits, as further described herein.

LFA's receipt of these and other revenue streams through its clearing relationship with NFS supports and defrays the costs LFA has related to the ongoing operational and administrative maintenance of client accounts and compensates LFA for the various services it provides in its role as broker-dealer of record and/or program sponsor for such client accounts. LFA's receipt of these revenue streams is a factor that LFA considers when selecting a custodian and clearing firm, such as NFS, for its programs and client accounts. This presents a conflict of interest for LFA given LFA's financial incentive to select custodians and clearing firms like NFS through which LFA receives the highest rate and amount of revenue, rather than other available custodians and clearing firms through which LFA receives relatively lower or no revenue. Additionally, this presents a conflict of interest for LFA given LFA's financial incentive to recommend itself as your broker-dealer of record (rather than other available broker-dealers), which affords LFA the discretion to set the amounts and rates of many of the charges that result in these revenue streams in a manner that generates the highest possible revenue to LFA. For example, when LFA serves as your broker-dealer of record, LFA generally exercises its discretion to set these charges at amounts and rates that are higher than the related fees, costs, and expenses, if any, that LFA pays to NFS for clearance and execution of transactions and related services. For certain charges imposed by LFA (e.g., charges related to the transfer of clients' non-retirement account assets to another firm, or "ACAT Exit Fees"), LFA pays no related fees, costs, or expenses to NFS. These are sometimes called "markups" and they vary by product, the type of service provided, the nature and amount of transactions involved (if applicable), the type of account, and other factors. This practice generally will result in your payment of higher fees, costs, and expenses than you would otherwise pay to NFS or other available service providers (e.g., on margin loans, cash debits, and SBLOCs and for transaction, trading, execution, and brokerage service charges) and your receipt of lower interest rates and other payments than you would otherwise receive from NFS or other available service providers (e.g., on FCASH balances, short positions, and cash balances in accounts not selecting a cash sweep vehicle). We mitigate these conflicts of interest by disclosing them to you, crediting your account for 12b-1 fees that we receive as broker-dealer of record from money market and other mutual funds held in your account, ensuring the revenue LFA receives from these sources is not shared with the IARs providing investment advisory services and investment recommendations to you and your account, and by requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics.

LFA has a conflict of interest given its financial incentive to select or recommend NFS as the custodian for client accounts, increase or maintain the amount of client assets held with NFS, and maintain its relationship with NFS given the compensation that LFA and its affiliates receive through their custody and clearing arrangements with NFS. For example, in addition to the various revenue streams described above, under the clearing agreement between LFA and NFS, LFA receives annual business development credits from NFS during the term of the clearing relationship, has received non-recurring business development credits from NFS, and is required to make certain payments to NFS if LFA's clearing relationship with NFS is terminated for specified reasons or if LFA fails to maintain specified levels of client assets with NFS. Additionally, LFA receives reimbursements for account transfer costs associated with client account transfers into NFS that represent new assets for NFS. LFA's receipt of these business development credits and account transfer cost reimbursements, as well as its receipt of the various other revenue streams described herein, presents a conflict of interest for LFA given its financial incentive to: (i) select NFS as the custodian for client accounts, rather than other available custodians and clearing firms through which LFA receives relatively lower or no business development credits, account transfer cost reimbursements, and other compensation and (ii) recommend that clients transfer assets to, and increase their assets held with, NFS, rather than other available custodians that provide LFA relatively lower or no business development credits, account transfer cost reimbursements, and other compensation. Additionally, account transfer cost credits are not offered or available to all new clients transferring their assets to NFS. This creates a conflict of interest for the IAR because he or she selects which clients, if any, receive the benefit of the account transfer cost reimbursements. We mitigate these conflicts by disclosing them to you, attempting to ensure that any account transfer cost reimbursements provided to clients are directly proportional to the actual costs incurred by the clients in transferring their accounts to NFS, and by requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics.

LFA has arrangements with NFS and other custodians under which LFA provides the custodians with certain services, which vary by custodian. These services generally include, but are not limited to, (i) clerical assistance in completing account opening paperwork and opening client accounts, (ii) clerical assistance in maintaining client accounts, processing asset transfers and money movement, (iii) reconciling and assisting in updating client account information, (iv) clerical assistance in connection with client questions and account information research, (v) helping clients with using brokerage and account services such as periodic investment programs and check writing services, (vi) notifying custodian of certain customer complaints, and (vii) monitoring activity in client accounts.

IAR COMPENSATION

Some IARs receive additional compensation and benefits (including, but not limited to, quarterly payments from LFA based on a percentage of the aggregate Sponsor Fees paid by their clients participating in LFA's Premier Wealth Management Program (sometimes referred to as "AUM discounts") and educational and other opportunities) for reaching certain levels of assets under management in LFA's investment advisory programs and certain other benefits (including, but not limited to, recognition trips) for generating a certain amount of revenue in investment advisory fees, commissions, or both within a certain time period, typically one year. Clients are not charged any additional fees due to these circumstances. However, IARs' receipt of additional compensation and benefits presents a conflict of interest for IARs that has the potential to affect IARs' judgment and the recommendations and selections they make for you and your accounts. In particular, these forms of compensation and benefits incentivize your IAR to recommend that you bring your assets from another firm to LFA, increase the amount of assets in your account, and purchase products and services through LFA. We mitigate this conflict of interest by disclosing it to you and by requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics.

Most IARs can recommend annuities, model portfolios, and other products that are managed and/or sold by Lincoln Financial Group companies, including, but not limited to, LNL and Lincoln Life & Annuity Company of New York ("LLANY"), provided that the recommendations are suitable and in the client's best interest given the client's investment objectives, financial circumstances, and other characteristics. IARs, LFA, and other Lincoln Financial Group companies will profit when LFA clients purchase or use Lincoln Financial Group products as a result of IARs' recommendations. This presents a conflict of interest as LFA and the IARs have a financial incentive to recommend products based on the compensation they and their affiliates receive, rather than on a client's needs. We mitigate this conflict of interest by disclosing it to you and by requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics.

In some cases, IARs receive more compensation when placing Lincoln Financial Group manufactured products and qualify for additional compensation based on the volume of those sales over time. IARs also receive additional compensation and other incentives based on factors including sales volume of certain Lincoln Financial Group products, the length of time that clients keep assets in the products, and the profitability of the products. IARs also receive compensation based on the sales of Lincoln Financial Group products by other representatives. Some IARs participate in benefit programs whose costs are partially reimbursed by Lincoln Financial Group affiliates and/or which are based on sales volume of Lincoln Financial Group products. LFA-affiliated companies also benefit financially from the sale of Lincoln Financial Group life insurance, annuity, mutual fund, asset management, and other products offered by IARs. These arrangements present conflicts of interest for LFA and IARs as they create financial incentives for LFA and IARs to recommend products for which they and their affiliates receive the highest rate and amount of compensation and other benefits, rather than other available products for which they and their affiliates receive relatively lower or no compensation and benefits. We mitigate this conflict of interest by disclosing it to you and attempting to ensure that IARs' and LFA registered representatives' recommendations are in your best interest, including by requiring that there be a review of your account and transactions at account opening and periodically to determine whether they are suitable and in your best interest in light of your investment objectives, financial circumstances, and other characteristics. Because of the way products are priced and marketed, in certain circumstances, IARs will receive higher compensation for the sale of products offered by companies not affiliated with Lincoln Financial Group. In these circumstances, IARs have a conflict of interest given their financial incentive to recommend these other products.

Certain IARs who move their practices to LFA receive loans from LFA based on anticipated future sales of products and services offered by LFA, including both Lincoln Financial Group and non-Lincoln Financial Group products and services. In the past, some loans were offered based on Lincoln Financial Group products alone. Depending on the arrangement between LFA and the IAR, the repayment of these loans is fully or partly forgiven or waived when the IAR reaches specified sales or revenue generation levels or when the IAR has been affiliated with LFA for a specified length of time. In certain circumstances, loan forgiveness and waivers are funded by additional compensation for sales and revenue generation. These forgivable loan arrangements create conflicts of interest for the IAR because he or she has an additional financial incentive to remain affiliated with LFA, encourage clients to engage LFA to provide services, encourage clients to purchase products and services through LFA, and achieve specified levels of sales or revenue generation that will result in the forgiveness or waiver of his or her outstanding loan balance, which has the potential to impact the recommendations and selections the IAR makes for you and your account. LFA has revised its production-based forgivable loan program to implement new required controls and policies. These controls and policies attempt to ensure that the loan amount provided to any IAR is not disproportionate to the IAR's overall production and compensation amounts earned historically. Additionally, the amount that is forgiven in any one year of the term of the loan is capped, unless an exception is granted. This structure and approach attempt to avoid unduly influencing an IAR to have significant disproportionate production or compensation earned in any given year to attempt to receive a large windfall in having large outstanding loan amounts forgiven. Please see your IAR's Form ADV, Part 2B for additional information regarding any forgivable loans they have outstanding with LFA.

The conflicts of interest arising from the IAR compensation arrangements described above are mitigated by the fact that LFA, LNL, and their affiliated companies have designed and implemented reasonable policies and procedures to help ensure that IARs make recommendations and provide advice that is suitable for and in the best interest of their clients in compliance with applicable best interest requirements and fiduciary obligations. In addition, LFA maintains a supervisory system that includes conducting periodic supervisory and compliance inspections and audits related to the advice and recommendations being provided by IARs.

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

LFA and the IARs do not charge fees based on a share of capital gains or capital appreciation of client assets.

Item 7: Types of Clients

LFA generally provides investment advisory services to individuals, high net worth individuals, pension and profit-sharing plans, charitable organizations, corporations and other businesses, and state or municipal government entities.

LFA does not require a minimum account size for financial planning, consultation, or seminar services, nor does it require financial planning, consultation, or seminar clients to maintain either a brokerage or advisory account with LFA. However, consulting subscription clients are required to engage LFA for a minimum subscription term of six months.

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

METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

LFA provides its financial planning services using both fundamental and technical approaches to financial planning. The financial plans may provide analysis and advice in the following areas: investment planning, risk management, retirement planning, estate planning strategies, education planning, business succession planning, executive compensation planning, entity planning, employee benefits planning, and nonqualified deferred compensation financial planning.

In the financial planning process, IARs assist clients in identifying their financial objectives using approved questionnaires and software. As part of this process, clients are responsible for providing LFA with information that is accurate and complete, and any failure to do so will affect the analysis and recommendations contained in the financial plan prepared for a particular client. IARs will recommend asset allocation strategies made up of different categories of financial assets in order to address specific client-identified economic and tax concerns. IARs have the latitude to determine how best to develop the financial plans that they present to clients. As a result, the composition of financial plans and the underlying recommendations offered by different IARs will often vary greatly.

CLIENT RESPONSIBILITIES

Your financial plan is based on the information you provide to LFA and your IAR. Your IAR and LFA will only be responsible for updating and correcting the information you provided for the financial plan (e.g., to reflect changes in your life, financial situation, goals, and market or economic conditions) if you engage them to provide a new financial plan or engage them to update the information you provided previously in order to update or correct an existing financial plan before it is finalized. As a result, your financial plan may become outdated or inaccurate as these factors change over time. LFA is not responsible for the accuracy of the assumptions and calculations made in financial planning software by third parties. Enhancements and changes to financial planning software may be made in the future.

It is the client's responsibility to determine if, and how, the recommendations contained in LFA's financial plan should be implemented or otherwise followed. Clients should carefully consider all relevant factors in making these decisions, and clients are encouraged to consult with outside professional advisors, including for tax, accounting, and legal advice.

RISK OF LOSS

LFA's financial planning services include a recommended financial plan that is based on, among other things, a client's stated financial situation and objectives, risk tolerance, age, current asset allocation and value of assets. The recommended financial plan is also based on historical financial data and assumptions about future financial trends (including market appreciation or decline, rates of return and risks for various asset classes). Historical data is not indicative of future performance and assumptions about future events may not prove to be true or relevant. LFA has no obligation to revise a client's financial plan or otherwise advise the client if any of LFA's assumptions change in the future. Further, there can be no assurance that a financial plan recommended by an IAR will be successful in achieving the client's investment goals and objectives.

LFA's financial plans do not provide ongoing advice. Therefore, it is important for clients to monitor current events, such as changes in tax laws and in the financial markets, which may affect clients' financial plans and circumstances. Clients should reconsider their financial planning strategy and decisions from time to time to determine the impact that these events or changes may have on their circumstances.

In the financial planning process, the IAR does not make recommendations regarding the purchase of specific securities, insurance products, or other investment products. If clients decide to implement the proposed recommendations through a brokerage or investment advisory account, clients should understand that all investments involve material risk, that investment performance can never be predicted or guaranteed, and that the value of client accounts will fluctuate due to market conditions and other factors. Clients are assuming the material risks involved with investing in securities and could lose all or a portion of the amount held in their account. In addition, forecasts of future performance of financial markets may prove to be incorrect. Diversification helps you spread risk throughout your investment portfolio. Different asset classes have different risk and potential return profiles and they perform differently in different market conditions. Diversification alone will not guarantee a profit or protect against a loss.

Investments made and the actions taken for any such brokerage or advisory account are subject to material risks, including various market, liquidity, currency, economic and political risks, and will not necessarily be profitable. Past performance is not a guarantee of future results. In addition, there are material risks associated with the securities and other investment products in which you can invest, including, but not limited to, mutual funds, exchange-traded funds ("ETFs"), interval funds, options, alternative investments, and annuities. Before investing, clients should refer to the prospectus or other applicable offering documents of those particular securities and other investment products for a discussion of material risk factors applicable to those particular securities and investment products and clients' investments therein.

Item 9: Disciplinary Information

LFA is a registered broker-dealer and investment adviser. LFA and certain of its financial professionals have been the subject of legal and disciplinary events relating to their brokerage and investment advisory businesses. However, LFA does not view these events as being material to a client's evaluation of LFA's advisory business or the integrity of its management. Additional information regarding LFA's and its financial professionals' legal and disciplinary histories can

be found in Part 1 of LFA's Form ADV, which is available on the SEC's website at www.adviserinfo.sec.gov, and on the Financial Industry Regulatory Authority, Inc.'s BrokerCheck website at <https://brokercheck.finra.org/>.

Item 10: Other Financial Industry Activities and Affiliations

In addition to LFA's registration as an investment adviser, LFA is also registered as a broker-dealer and sells stocks, bonds, ETFs, mutual funds, annuities, insurance products, options, and other securities, investment products, and services. IARs are also generally registered representatives of LFA. Some of LFA's executive officers are also officers of LNL and LLANY. The proportion of time spent on each of these activities cannot be readily determined.

LFA is affiliated with the following companies due to common ownership by LNC:

- The Lincoln National Life Insurance Company (insurance company);
- Lincoln Life & Annuity Company of New York (insurance company);
- LFA, Limited Liability Company (insurance agency);
- Lincoln Financial Distributors, Inc. (broker-dealer);
- Lincoln Financial Securities Corporation (broker-dealer, investment adviser, and insurance agency);
- Lincoln Investment Advisors Corporation (investment adviser);
- First Penn-Pacific Life Insurance Company (insurance company);
- JPSC Insurance Services, Inc. (insurance agency);
- California Fringe Benefit and Insurance Marketing Corporation (insurance agency);
- LFD Insurance Agency, Limited Liability Company (insurance agency);
- Lincoln Financial Group Trust Company, Inc. (trust company);
- Lincoln Investment Management Company (investment adviser); and
- Westfield Assigned Benefits Company (insurance agency).

LFA and IARs have various conflicts of interest and financial incentives that are created as a result of compensation and other arrangements between IARs, LFA, and LFA's affiliates. These conflicts of interest and the steps LFA takes to mitigate them are described above in Item 5, Fees and Compensation.

LFA periodically recommends or selects other investment advisers for clients and LFA receives compensation directly or indirectly from those investment advisers, which is shared with IARs. This creates a conflict of interest for LFA and the IARs given their financial incentive to recommend or select other investment advisers that pay them the highest rate and amount of compensation, rather than other available investment advisers that pay them relatively lower or no compensation. These conflicts of interest and the steps LFA takes to mitigate them are described above in Item 5, Fees and Compensation.

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

CODE OF ETHICS

LFA has adopted an Investment Adviser Code of Ethics (the "Code") and all IARs and "access persons" (as defined under the Investment Advisers Act of 1940, as amended (the "Advisers Act")) are required to understand and follow its provisions. Through the Code, LFA strives to ensure high standards of professional excellence and ethical conduct among its associates. The Code is aligned with Lincoln Financial Group's long-standing shared values of: Integrity, Commitment of Excellence, Responsibility, Respect, Fairness, Diversity, and Employee Ownership. LFA will provide a copy of the Code to any client or prospective client upon request. If you would like a copy of the Code, please call (800) 237-3813 or send an email request to LFNAdvisoryServices@lfg.com.

SECURITIES IN WHICH LFA HAS A FINANCIAL INTEREST

LFA engages in principal transactions mainly involving debt securities. When doing so, these securities are recommended to LFA's clients on a fully disclosed basis and are conducted on a "riskless transaction" basis. Under these circumstances, LFA buys or sells securities it recommends to its clients as a principal. All of this information is fully disclosed to clients through trade confirmations.

PERSONAL SECURITIES TRADING

LFA, the IARs, and other associated persons have the ability to buy and sell securities identical to those recommended to clients for their personal accounts. Moreover, the IARs can purchase and sell securities and take other actions for their own accounts, and can recommend the purchase and sale of securities and other actions for others' accounts, that differ from the advice given or actions taken in providing advisory services to you. In addition, any related person may have an interest or position in certain securities which may also be recommended to clients. This creates a conflict of interest in that IARs have a financial incentive to put their own interests ahead of clients' interests. LFA procedures require that client orders be placed ahead of orders for LFA accounts or accounts of IARs. Personal securities transactions by IARs are recorded and monitored by LFA. LFA procedures also prohibit LFA orders and orders for the benefit of IARs from being included in any applicable "block trades," or orders aggregated across client accounts for the purpose of seeking cost-effective execution of client orders. LFA policies require that best execution be sought for all client orders in which LFA or the IARs are responsible for order entry. Where a conflict of interest exists, this is disclosed to the client in the client service agreement, SIS, or other applicable disclosure documents for your account or transaction.

IARs may provide financial plans to clients containing recommendations regarding investment services or product categories that are offered by LFA or its affiliates. IARs will not recommend that clients implement their financial plans through LFA; however, IARs will make clients aware that LFA or its affiliates offer products or services contained in a recommended financial plan. The decision of whether to implement a recommended financial plan and through which financial firms to implement is solely that of the client. IARs will not base recommendations made in a client's financial plan on the products or services offered through LFA or its affiliates, but instead will base their recommendations on the investment objectives and financial condition of the particular client. Nonetheless, IARs have a financial incentive to recommend products and services that are offered by LFA and its affiliates.

Item 12: Brokerage Practices

As described above, LFA's financial planning services are completed upon the delivery of a recommended financial plan to a client. Clients are neither required to implement any of the recommendations made in a financial plan, nor required to transact business through LFA in implementing any portion of the recommended financial plan. IARs generally make clients aware that brokerage and investment advisory services are offered by LFA or its affiliates, through which a client can implement its recommended financial plan. However, the decision as to whether to implement a financial plan and which financial firm to use for implementation is solely that of the client. If a client chooses to implement any or all of the recommendations made in a financial plan through LFA, LFA will be acting solely as a broker-dealer, not as an investment adviser in implementing such plan (unless otherwise agreed in writing).

For additional information on conflicts of interest created by the recommendation of LFA as a broker-dealer, or the recommendation of certain other broker-dealers and custodians, including the compensation arrangements between LFA and other broker-dealers and custodians, please see Item 5, Fees and Compensation, above.

Item 13: Review of Accounts

In the financial planning process, all recommendations are generally reviewed by the Director of Planning or his or her designee. After the first anniversary of the plan, the client may request, or the IAR may recommend, that the agreement be renewed to update the financial plan. In this case, the IAR will gather current financial information and provide a written analysis, which will be reviewed based on the same process. Financial planning clients do not receive periodic or ongoing reports, but instead receive a completed financial plan at the completion of the financial planning process.

Item 14: Client Referrals and Other Compensation

For a description of economic benefits received by LFA and IARs from entities who are not clients, LFA's and IARs' conflicts of interest as a result of their receipt of those economic benefits, and how LFA mitigates those conflicts of interest, please see Item 5, Fees and Compensation, above.

CLIENT REFERRAL AND SOLICITATION RELATIONSHIPS

Clients are obtained primarily through the efforts of IARs. However, various third parties refer clients to, and solicit clients on behalf of, LFA and IARs. LFA and IARs pay referral fees to certain of these third-parties as compensation for their client referral and solicitation services. The referral fees that LFA and IARs pay to these third-parties are typically contingent on referred clients entering into an investment advisory relationship with LFA, and are typically a stated percentage of the financial planning, consulting, seminar, or ongoing advisory fees that the referred client pays to LFA. Advisory fees paid by referred clients are agreed to by the referred client and are fully disclosed in their client service agreement, SIS, and other account-opening documents and disclosures, regardless of any referral fees LFA or IARs pay to the third party. In certain circumstances, LFA and IARs pay through alternative fee arrangements, including through flat fees per client referral, monthly fees for participation in referral programs, or other fee structures. LFA's client referral and solicitation practices are subject to, and conducted in accordance with, applicable Advisers Act rules.

Third parties that have compensated client referral or solicitation arrangements with LFA and its IARs have a conflict of interest given their financial incentive to refer you to LFA and its IARs and to recommend that you engage LFA and its IARs for services, rather than other available service providers that pay these third parties relatively lower or no compensation for their client referrals and solicitations.

OTHER COMPENSATION

LFA and IARs receive various economic benefits from third parties, including those detailed in Item 5, Fees and Compensation, above.

If a client needs certain types of products or services that are not offered by or through LFA, LFA and IARs may refer the client to various third parties that offer the necessary products or services. Examples of these products and services include business valuation services, foundation formation services, tax services, trustee services, certain wealth management services, lending services, and certain insurance products and services. LFA and IARs receive referral fees from certain of these third parties to whom clients are referred. This presents a conflict of interest for LFA and its IARs given their financial incentive to refer clients to third-party product and service providers that pay LFA and IARs the highest rate and amount of referral fees and other compensation, rather than other available third-party product and service providers that pay LFA and IARs relatively lower or no referral fees or other compensation.

Item 15: Custody

LFA does not have custody of client funds or securities in connection with its financial planning, consulting, or seminar services.

LFA and the IARs generally do not take possession of client funds or securities. However, in certain asset management programs, clients have authorized LFA to deduct advisory fees from their accounts. While LFA and the IARs do not accept authority to take possession of client assets, this level of account access is considered "custody" under Advisers Act rules. Additionally, LFA allows clients to grant authority to their IARs to initiate transfers of funds and securities on the client's behalf, including transfers to third parties, through standing written authorizations or instructions. The SEC has determined that this capability is also considered "custody" under Advisers Act rules.

Item 16: Investment Discretion

LFA does not accept discretionary authority in connection with its financial planning, consulting, or seminar services.

Item 17: Voting Client Securities

LFA does not accept authority to vote client securities or proxies in connection with its financial planning, consulting, or seminar services.

Item 18: Financial Information

LFA's consolidated statement of financial condition for its most recent fiscal year is included with this Brochure.

LFA does not have any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients.

Lincoln Financial Advisors Corporation

Consolidated Statement of Financial Condition

(in thousands)

	December 31, 2021
Assets	
Cash and invested cash	\$ 53,987
Financial instruments owned, at fair value	10,128
Commissions and fees receivable from third parties	40,797
Commissions and fees receivable from affiliates	8,657
Due from affiliates	640
Deferred tax asset	6,841
Prepaid expenses	1,317
Other assets, cash invested with affiliate	4,550
Other assets	15,416
Net property and equipment (accumulated depreciation: \$13,322)	3,068
Total assets	<u>\$ 145,401</u>
Liabilities and stockholder's equity	
Liabilities:	
Payable to vendors	\$ 1,438
Due to affiliates	14,806
Deferred revenue	4,187
Accrued commissions	17,610
Accrued compensation and benefits	7,163
Other liabilities	14,721
Total liabilities	<u>59,925</u>
Stockholder's equity:	
Common stock – \$100 par value; 5,000 shares authorized, issued, and outstanding	500
Additional paid-in capital	23,896
Retained earnings	61,080
Total stockholder's equity	<u>85,476</u>
Total liabilities and stockholder's equity	<u>\$ 145,401</u>

Lincoln Financial Advisors Corporation and Lincoln Financial Securities Corporation (both a part of Lincoln Financial Network or LFN) are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Information We May Collect And Use

We collect personal information about you to help us identify you as a consumer, our customer or our former customer; to process your requests and transactions; to provide customer service; to offer and provide investments, financial planning and insurance products and services to you; to pay your claim; to analyze in order to enhance our products and services; to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name; address; Social Security number; and your financial, health, and employment history; and if applicable, financial and other information about your business. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We keep information about your transactions with us, such as the products you buy from us and the services you engage us to provide; the amount you paid for those products and services; your account balances; payment details and your payment history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information, from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you, your employer, or your group representative have requested; to provide customer service; to assist us in offering and providing investments, financial planning, and insurance products and services; to analyze in order to evaluate or enhance our products and services; to gain customer insight; to provide education and training to our workforce and customers; and to inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, financial professionals; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers), regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or release your information to outside marketers who may want to offer you their own products and services unless we receive your express consent; nor do we release information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to Personal Information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (If this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to Personal Information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years, unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the persons and in the manner described in the paragraph above.

Basis for Adverse Underwriting Decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 S. Harrison St., Fort Wayne, IN 46802. The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

When Financial Professionals Leave Lincoln Financial Network: We understand that the relationship you have with your financial professional is important to you. If your financial professional's affiliation with LFN ends and they choose to move to a different broker-dealer, or if your financial professional's relationship with LFN is terminated, your LFN financial professional may be allowed to take with them copies of all client and account documentation (including but not limited to: account applications; customer statements; and other pertinent forms related to your account), so your financial professional is able to continue the relationship with you and service your account through their new firm. LFN will also retain copies of your client and account documentation. You do not need to take action if you choose to allow your LFN financial professional to keep copies of your confidential information should they leave LFN.

If you do not want your financial professional to keep copies of your confidential information, should they decide to end the relationship with LFN in the future, you have the right to opt out*. If your account with us is a joint account, we will treat the opt out request by a joint account owner as applying to all owners on the account. If you choose to opt out now, or at any time in the future, or wish to withdraw your opt out request, contact us by phone at 1-800-248-2285. If you choose to opt out there will be a 30-day period before your opt out will take effect.

*Lincoln adheres to all applicable state and federal privacy regulations. Residents of Arizona, California, Connecticut, Georgia, Maine, Massachusetts, Minnesota, Montana, Nevada, New Mexico, New Jersey, North Carolina, North Dakota, Ohio, Oregon, Vermont, and Virginia will be provided an opportunity to opt in for information sharing per applicable state law. If you reside in one of these states, written authorization must be provided to your financial professional in order for them to take your information when they leave LFN.

**This information applies to the following Lincoln Financial Network companies:

Lincoln Financial Advisors Corporation
Lincoln Financial Securities Corporation
JPSC Insurance Services, Inc.
LFA, Limited Liability Company

**This Notice is effective 14 calendar days after it is made available on Lincoln's website, www.LFG.com/privacy.