

**Part 2A of Form ADV: Firm *Brochure***

**Item 1      Cover Page**

**MAIN STREET ADVISORS, LLC  
1407 MAIN STREET  
HAYS, KANSAS 67601  
785-625-5601  
[www.themeckgroup.com](http://www.themeckgroup.com)**

**Date of Brochure is March 25, 2011**

**This brochure provides information about the qualifications and business practices of Main Street Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at 1-800-752-2439 or contact Main Street Advisors, President, Bobb Meckenstock at [bobb@themeckgroup.com](mailto:bobb@themeckgroup.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Main Street Advisors, LLC also is available on the SEC's website at [www.advisorinfosec.gov](http://www.advisorinfosec.gov)**

**Main Street Advisors, LLC is a registered investment adviser. Registration of an Investment Adviser does not apply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.**

## **Item 2      Material Changes**

On July 28, 2010, the Securities and Exchange Commission ("SEC") published Amendments to Form ADV, which amends the disclosure document that we provide to clients as required by SEC and State rules. This Brochure (Form ADV, Part 2) is a new document prepared according to the SEC's new requirements and rules. As such, this document is materially different in structure and requires certain new information that our previous brochure did not require. In the future, item 2 of the brochure will discuss only specific material changes that are made and provide clients with a summary of changes. We will also reference the date of our last annual update of our brochure.

In the past we have offered or delivered information about our qualifications and business practices to our clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We will further provide you with a new Brochure as necessary, based on changes or new information, at any time, without charge. Currently our Brochure may be requested by contacting Audrey Jamison at 785-625-5601 or [ajamison@themeckgroup.com](mailto:ajamison@themeckgroup.com). Our brochure is also available on our website: [www.themeckgroup.com](http://www.themeckgroup.com), free of charge. Additional information about Main Street Advisors, LLC ("MSA") may be found on the SEC's website: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's website also provides information about any persons affiliated with MSA who are registered as Investment Adviser Representatives ("IARs") of MSA.

MSA is currently an SEC Registered Investment Adviser ("RIA"), however, on or before the close of the third quarter of 2011, MSA will switch its Investment Adviser registration from the SEC to the State of Kansas and thus become a State Registered Investment Adviser. This will be a material change that all clients and/or prospective clients of MSA should be aware of. Also, in August of 2010, MSA switched its Broker/Dealer affiliation from National Planning Corporation (NPC), Santa Monica, California to Independent Financial Group, LLC ("IFG") of San Diego, California. This major change was reported in the previous Brochure (Form ADV, Part 2), dated 8/30/2010 and for those clients who may not have received that Brochure, we are bringing it once more to your attention that MSA's current Broker/Dealer affiliation is with IFG of San Diego, CA.

### **Item 3      Table of Contents**

Item 1-Cover page.....	1
Item 2-Material Changes.....	2
Item 3-Table of Contents.....	3
Item 4-Advisory Business.....	4
Item 5-Fees and Compensation.....	16
Item 6-Performance –Based Fees and Side-By- Side Management.....	22
Item 7-Types of Clients.....	22
Item 8-Methods of Analysis, Investment Strategies and Risk of Loss.....	22
Item 9-Disciplinary Information.....	22
Item 10-Other Financial Industry Activities and Affiliations.....	24
Item 11-Code of Ethics, Participation or Interest in Client Transactions and Personal .....	25
Item 12-Brokerage Practices.....	27
Item 13-Review of Accounts.....	33
Item 14-Client Referrals and Other Compensation.....	34
Item 15-Custody.....	34
Item 16-Investment Decisions.....	35
Item 17-Voting Client Securities.....	35
Item 18-Financial Information.....	35
Item 19-Requirements for State-Registered Advisers.....	35

## **Item 4      Advisory Business**

The investment management, financial consulting, and third-party referral services described in this Brochure are investment advisory services that will be provided by Main Street Advisors, LLC ("MSA") through its Investment Adviser Representatives ("IARs"), hereafter referred to as "IAR" or "Representative." However, MSA is not registered as a broker-dealer, and cannot execute transactions for the purchase or sale of securities. Consequently, MSA will transmit orders for securities transactions in its investment advisory accounts to a broker-dealer that is authorized to execute such transactions. The Advisory Account assets that MSA manages must be held by a qualified custodian (the "Custodian"), which may be a Broker/Dealer firm or a Clearing firm. For example, MSA is affiliated with Independent Financial Group, LLC ("IFG") of San Diego, California whose clearing firm is Pershing, LLC.

It will be common for IARs to be employed by or associated with businesses other than MSA. For example, the MSA Representatives, can also be registered representatives of IFG. IFG is registered as a broker-dealer with the SEC, and certain states. It is also a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Industry Protection Corporation (SIPC). Assets or portfolios of Brokerage accounts for customers of IFG are generally held by its independent clearing firm, Pershing, LLC ("Clearing Firm"). In a Representative's capacity as a registered representative of IFG, the Representative may recommend that clients open a brokerage account(s) with IFG, and buy or sell securities in their brokerage accounts (or in accounts maintained by the customer directly at a mutual fund company or insurance company). Similarly, the Representative may also have been appointed by various separate, and independently-owned insurance companies to sell insurance products, and may recommend that clients purchase insurance products offered by such companies.

Therefore, MSA may refer investment advisory clients to IFG/Pershing for execution of recommended security transactions, and, in such cases, IFG would be serving as a qualified custodian for MSA clients' assets. MSA uses other qualified custodians as well, such as Fidelity Brokerage Services LLC and its clearing firm, National Financial Services LLC; TD Ameritrade, Inc., Trust Company of America, and Charles Schwab & Co., Inc. MSA may recommend Broker-Dealer firms and/or third party management firms to clients, however, the ultimate decision on what Broker-Dealer or third party manager to use is the clients.

Some of the services offered by MSA are:

An Investment Management Program (the "Program"). In this Program, a client will establish one or more "Accounts," and the client's MSA Representative will recommend certain investments for nondiscretionary accounts, or effect securities transactions for discretionary accounts, for the purpose of seeking to achieve the client's objectives.

For clients interested in the Program, the process begins by the Representative obtaining from the client, information, (hereafter referred to as the "Suitability Information"), regarding the client's personal and financial situation, investment objectives, financial goals, tolerance for risk, investment time horizon, and any reasonable restrictions that the client may choose to impose on the account, among other information.

Based on discussions with the client and the Suitability Information obtained from the client, the Representative will identify securities of various asset classes and investment characteristics intended to achieve an appropriate balance between investment returns and risks that are suitable for that particular client account, and will provide continuous and regular investment supervisory or management services for the account, in a manner intended to achieve the client's goals and objectives.

Clients who decide to participate in the Program will enter into an Investment Advisory Agreement with the MSA Representative who will establish an account with the Custodian designated either in the Advisory Agreement or in separate account documentation provided by the Advisor. All Advisory Agreements must be approved by MSA management, the Custodian, or an affiliate, of the Custodian, who may, if registered as a broker-dealer, also serve as the broker-dealer for the account. For accounts, for which the Clearing Firm acts as Custodian, IFG may be the introducing broker-dealer and the Clearing Firm will be the clearing broker-dealer for the account. Generally, the Client is expected to deliver only cash or cash equivalents to the Custodian. The Client may, with the Advisor's consent, transfer securities to the Custodian for the account, but such securities will be liquidated to cash as soon as reasonably practical. The client shall not transfer to Custodian, or deposit with the Custodian, any securities which are not publicly traded or which cannot be promptly sold. The client will grant the Advisor and the Custodian, the authority, in the Representative's or the Custodian's discretion, to sell or otherwise liquidate all securities transferred by the client to the Custodian for the account.

For discretionary accounts (as stated in the Client's Investment Advisory Agreement), the client will authorize and grant full discretion to his or her Representative to select the investments, to designate the strategies, and to buy, sell, or otherwise invest in the account, all without prior notice or consent of the client. For non-discretionary accounts, the Representative will recommend to the client the strategies and transactions for the account, but will obtain the client's consent prior to making investments for the account; provided, *even* in non-discretionary accounts, the client may provide written authorization for the Representative to make certain investments for the account without prior consent of the client under such circumstances as the client may specify.

Unless separately negotiated, the Investment Advisory Agreement will provide that the Advisor, through its Representatives, will retain the authority to recommend for the account (for non-discretionary accounts) or to invest (for discretionary accounts) in any of the following: listed or over-the-counter, domestic or foreign, common, preferred, or convertible stock; warrants; corporate debt securities; commercial paper; certificates of deposit; shares of open-end investment management companies ("mutual funds"); shares of closed-end investment management companies or unit investment trusts ("UITs"); exchange-traded funds ("ETFs"); sub-accounts of variable annuity or *variable* life insurance contracts (all "variable products"); municipal securities; U.S. *Government* securities. The Representative may also write covered call options in the client's account for the purpose of adding to the liquidity of the account. Generally, however, accounts participating in the Program will be invested in stocks, mutual funds, ETFs, sub-accounts of variable products, or municipal or corporate fixed income securities. Prospective clients should *review* and understand the risks, potential rewards, fees, and expenses of these investments, and review the prospectuses for mutual funds or variable product sub-accounts before deciding to participate in the Program. Each Representative may utilize different investment strategies or styles, investments, and methods of analysis to achieve the investment objectives of the client. Consequently, it is expected that the portfolios, levels of volatility, fees, expenses, returns, and performance will *vary* significantly between accounts managed by different Representatives.

#### Model Portfolios

Certain MSA Representatives may use model portfolios (each a "Model") that a MSA Representative, or a third party, constructs and adjusts from time to time to achieve specific investment objectives. During the initial discussions with the client, if the Representative determines it appropriate, he will recommend and assist the client to select a suitable Model for the account; however, the client will have sole authority to select the Model for the account.

Each Model will be comprised of investments of various asset classes, having volatility and other investment characteristics which the Advisor's Representative deems appropriate to achieve the overall investment objective of the Model. Except as described below or in the Investment Advisory Agreement, accounts for which the client has selected a Model will be managed to reflect such Model.

Clients are advised that MSA or its Representative may change, add or remove Models (and the objectives and strategy for each Model) from time to time, without prior notice to the client. If a Model is changed or removed, the Representative will manage the account according to the most similar remaining Model, and will notify the client that such transfer has occurred; provided, for nondiscretionary accounts, that the Advisor will obtain client's prior consent, as required under the Client's Investment Advisory Agreement.

#### Option Strategies

From time to time, certain Representatives may engage in covered call writing, which is selling a call covered by a long equity (stock) position. This strategy can provide liquidity in a sideways market by locking in profits on a certain stock. For example, if a client bought a certain stock at \$50 and sold a call option with a strike price of \$65, if that call option was called away (exercised), the stock would be sold at \$65 per share yielding the client a \$1,500 profit per 100 shares. If the stock remained out of the money and was nowhere near \$65 at expiration of the option, the client still added value to the account through the credit of the call option premium (sale proceeds of the option) to the account.

#### Third-Party Research and Signals

From time to time, certain Representatives may engage various third-party research firms or purchase various services that the Representatives will consider in managing some or all of their accounts. This includes firms or services that provide guidance ("signals") regarding when to buy or sell certain securities. Firms utilizing the signal method are known as Signal Providers. The majority of signal providers focus on supplying signals based on technical analysis and a minority work on fundamental analysis or price action. The Signal Providers and other research firms or services will not act as sub-advisers or fiduciaries with respect to any client.

#### No Guarantee of Performance

The MSA Representative does not guarantee the performance of any client's account, any specific level of performance, the success of any investment decision or strategy that the Representative may use, or the success of the Representative's management of the Account. The investment and other decisions made by the Representative are subject to various market, currency, economic, political and business risks, and there is no guarantee those decisions will be profitable.

#### Account Information

With respect to each Program Account, the Advisor will obtain sufficient Suitability Information to be able to provide individualized investment advice to the client, and the Advisor Representative will manage the account on the basis of the suitability information, including without limitation, any reasonable investment restrictions the client may impose. The Representative will be available to answer clients' questions regarding the account or the Investment Management Program.

#### Caution Regarding Account Investments and Volatility

The Advisor anticipates that over the course of complete market cycles (or even longer periods), that accounts with higher levels of equity investments will experience greater volatility, but may be able to achieve greater returns than accounts with lower levels of equity investments and lower anticipated volatility. However, there is no assurance that an account with higher amounts of equity investments or greater anticipated volatility will, in fact, outperform other accounts. Similarly, there is no assurance that accounts with lower amounts of (or no) equity investments or lower anticipated volatility will, in fact, experience smaller losses than other accounts. Past performance is no guarantee of future results.

#### Investments in Mutual Funds, ETFs, and Variable Products

Clients should understand that the Advisor Representative will not manage the investments held by mutual funds, ETFs, or variable product sub-accounts, (which are managed by one or more separate investment managers engaged directly by the mutual fund, ETF, or the insurance company issuing the variable product (or its affiliate)). The separate managers are paid from the assets of the mutual fund, ETF, or sub-account and their fees represent indirect expenses borne by the shareholders or variable product contract holders.

#### Information Regarding the Custodian

For managed accounts, the Advisor Representative will generally recommend that clients establish accounts with TD Ameritrade to hold the assets of the account; provided, however, with respect to variable product accounts, the assets will be held by the custodian designated under the terms of the client's contract with the issuing insurance company (or its affiliate). In its discretion, the Advisor or its Representatives, may recommend other qualified custodians to serve as Custodian for client accounts.

Clients choosing to participate in a Third-Party Advisory Program or Third-Party Solicitor Program will be required to use the Custodian provided under the terms of the program. Clients should be aware that the Custodian may charge a separate custodial fee, which may be based on the value of the account. The Advisor does not negotiate the Custodian's fees for its custodial services.

It is the client's responsibility to review the account documents to determine whether the amount of fees and expenses charged by the Custodian for its services are reasonable. At least quarterly, the Custodian will provide the client with a statement reflecting all activity in the account during the preceding period, including all transactions made on behalf of the account, all contributions and withdrawals, all fees and expenses, and the value of the account at the beginning and end of the period.

#### Changes in Circumstances

In the event of any change in the Suitability Information, the portfolio developed by the Advisor Representative or a Model or Third-Party Program selected by the client may no longer be appropriate. Clients are advised to contact their Advisor Representative promptly after any material change in their personal or financial situation, or a material change in their investment objectives, tolerance for risk, liquidity needs, or investment time horizon, to determine whether a portfolio developed by the Representative or a Model or Third-Party Program selected by the client continues to meet the client's needs or to discuss appropriate adjustments to the account.

#### Trade Errors

On infrequent occasions, an error may be made in a Client Account. For example, a security may be erroneously purchased for a Client Account instead of sold. In these situations, if the Advisor was responsible for such error, the Advisor's policy is to restore or return the Account to the position it would have been in had the trading error not occurred. Depending on the circumstances, various corrective steps may be taken, including but not limited to, canceling the trade, adjusting an allocation, or reimbursing the Account.

#### Discretionary Accounts

In the Investment Advisory Agreement for discretionary Investment Management Program Accounts, the client grants the Advisor full authority and discretion, on the client's behalf and at client's risk, to buy, sell, retain and exchange investments, and exercise such other powers as the Advisor deems appropriate to manage and execute transactions in the client's account so that the account continues to reflect the strategy intended by the Advisor Representative or, if any, the Model selected by the client; provided, that the Advisor will not have the discretion to select the brokers to execute transactions for the account. See below for further information regarding recommendation and selection of brokers.

For non-discretionary Investment Management Program Accounts, the Advisor Representative shall obtain the client's oral or written consent prior to effecting the purchase or sale of any investment for the client's account, except as otherwise authorized by the client in writing.

Subject to any limitations in the Advisory Agreement, the Advisor will have full discretion to adjust or change the asset classes which comprise any portfolio or Model, the percentage which each asset class represents of each portfolio or Model, the mutual funds, ETFs, variable product sub-accounts, or other securities comprising each asset class, and the Signal Provider or other third party research firm or service, if any, that provides research, buy and sell signals, or other information or services used to manage any client account or Model. The Advisor will also have the discretion to invest the client's assets in cash or similar investments, and may effect temporary "sweep" transactions of all un-invested cash balances in the account to a money market mutual fund or bank deposit account, which may be managed or maintained by the Custodian or an affiliate of the Custodian.

#### Private Label Names

For marketing and other purposes, the Advisor permits certain Representatives to refer to the Investment Management Program using a "Private Label Name." In the Client's Advisory Agreement (or in an exhibit to the Advisory Agreement), the Representative will disclose to the Client if it is using a Private Label name.

Clients who enter into an Advisory Agreement that refers to a Private Label Name should understand that they are agreeing to participate in the Investment Management Program provided by the Representative as an investment advisor representative of MSA, as described in this Brochure. Clients who receive marketing materials from a Representative which refer to an investment management program by a name other than "Investment Management Program" are advised to refer to their Advisory Agreement and the exhibit thereto to determine if the program is a Private Label Name for the Investment Management Program.

Financial Planning Services. Certain Representatives provide financial planning services on the Advisor's behalf. Clients seeking financial planning services will enter into a Financial Planning Agreement which describes the services the Representative will provide and the Program Fees. In providing financial planning services, the Representative will typically ask the Client to provide detailed information with respect to the Client's personal and family situation, financial condition, investment objectives, risk tolerance, investment time horizon, estate and retirement plans, trust agreements, wills, investment, insurance, personal and family obligations, and other pertinent information. Based on this information, the Representative will prepare a written financial plan which will include recommendations to assist the Client in achieving his or her financial goals and objectives, such as obtaining insurance or revising existing coverage, establishing an individual retirement account, increasing or decreasing funds held in savings accounts, or investing in securities.

Financial planning services will usually address a broad range of financial issues. However, when appropriate, the Representative may agree to provide specific, limited financial planning services, such as the following:

**PERSONAL:** Family records, budgeting, personal liability, estate information and financial goals.

**TAX & CASH FLOW:** Income tax and spending analysis and planning for past, current and future years. The Representative will illustrate the impact of various investments on a Client's current income tax and future tax liability.

**DEATH & DISABILITY:** Cash needs at death, income needs of surviving dependents, estate planning and disability income analysis.

**RETIREMENT:** Analysis of current strategies and investment plans to help achieve retirement goals.

**INVESTMENTS:** Analysis of investment alternatives and their effect on a Client's portfolio.

Clients who receive financial planning services may choose to implement their financial plans by purchasing securities or insurance products offered through their IFG Representative. In those circumstances, their IFG Representative will also be acting as the Advisor's representative, and the Advisor and the Representative will receive commissions or other compensation (including 12b-1 fees, as described below) as a result of those investments. Consequently, Clients should be aware that in those situations, there exists a conflict between the interests of the Client and the interests of the IFG Representative as a result of the potential additional compensation to be earned if the Client chooses to purchase securities or insurance products. Clients are under no obligation to purchase any products or follow any course of action recommended by an IFG Representative.

**Third-Party Programs.** MSA may from time to time enter into an arrangement with Third-Party Advisors pursuant to which the Advisor may refer persons to participate in investment management programs ("Third-Party Programs") offered by or through the Third-Party Advisor. In some Third-Party Programs, the Advisor will be acting solely as a solicitor on behalf of the Third-Party Adviser in referring persons to the Program.

Persons referred to as a Solicitor Program will sign an advisory agreement directly with the Third-Party Advisor (or with a Program sponsor who has engaged the Third-Party Advisor) describing the services to be provided. In the Solicitor Programs, the Advisor will not establish an advisory relationship with the person referred, will not enter into an investment advisory agreement with such person, and will not owe any fiduciary duties to such person (except as otherwise may exist in connection with other advisory services provided by the Advisor for such person).

In other Third-Party Programs (referred to as "Third-Party Advisory Programs"), the Advisor and the Client will enter into an Advisory Agreement, and the Advisor will refer the Client to one or more Third-Party Advisors. The Client may (or may not) enter into a separate written agreement with the Third-Party Advisor (or with a Program sponsor which has an arrangement with the Third-Party Advisor). Alternatively, the Client may enter into an Advisory Agreement with the Advisor, and the Advisor may enter into a sub-advisory relationship with a Third-Party Advisor for services to be provided for the Account.

The Advisor will make referrals or recommend such arrangements only with Third-Party Advisors that the Advisor has reviewed and approved. The Advisor will approve only Third-Party Advisors who agree to compensate the Advisor or share compensation with the Advisor. Such compensation may create an incentive for the Advisor to make referrals to a particular Third-Party Advisor or Third-Party Program over other investment services with which the Advisor may have a less favorable or no compensation arrangement, or over alternative investment products or services.

Among the factors the Advisor may consider in recommending a Third-Party Program or a Third-Party Advisor are the following: (i) Advisor's preference for a particular Third-Party Advisor or Program, including without limitation Advisor's prior experience with the services provided through the Third-Party Program or its sponsor; (ii) the particular Third-Party Advisors, investments, and strategies that are available through the Third-Party Program, and (iii) the Client's goals and objectives and investment experience; and (iv) the amount of the assets available for investment.

The Third-Party Advisor will be responsible for all decisions regarding the investment and management of the Account. MSA will not make any recommendations with respect to changes in the Account's investments, except to the limited extent provided in the Advisory Agreement between the Client and the Advisor. For some Third-Party Programs, the Advisory Agreement will provide that the Advisor will monitor on a continuous basis the performance of the Account, and will hire and fire the Third-Party Advisors, and will allocate and reallocate the Account among the Third-Party Advisors, according to the individual needs and circumstances of the Account. Pursuant to the Advisory Agreement for these Programs, the Advisor will have full discretion to allocate and reallocate the Account, to increase or decrease the portion of the Account allocated to each Third-Party Advisor, and to hire new Third-Party Advisors and fire existing Third-Party Advisors.

Clients choosing to participate in a Third-Party Program will be required to use the Custodian provided under the terms of the program. Clients should be aware that the Custodian may charge a separate custodial fee, which may be based on the value of the Account. The Advisor does not negotiate the Custodian's fees for its custodial services, or the fees charged by the Third-Party Advisors or Third-Party Program. It is Client's responsibility to review the account documents to determine whether the amount of fees and expenses charged by the Custodian, Third-Party Advisor and Third-Party Program are reasonable.

The Advisor will not provide advice regarding specific transactions for any Third-Party Program Account, and will not manage or effect purchases, sales, or other transactions for any such Account; provided, the Advisory Agreement may provide that the Advisor will have the authority and discretion to manage the Account upon the occurrence of one or more of the following "Limited Events:" (i) a transfer of assets other than cash into the Account, in which event, MSA shall have authority and discretion to hold or liquidate such assets to cash, and (ii) if a Third-Party Advisor ceases to act as manager for the Account, in which event, MSA shall have the authority and discretion to manage the Account investments not allocated to an existing Third-Party Advisor until a new Third-Party Advisor is retained. In managing the Account assets, MSA is specifically permitted to retain all or part of the existing investments or to liquidate such investments, at the MSA Representatives discretion.

#### Additional Information About Third-Party Programs

A description of the current Third-Party Programs will be provided upon request. Clients and persons referred to a Third-Party Advisor will be provided with the Third-Party Advisor's Form ADV - Part II ("Brochure") or a substitute disclosure document, applicable account agreements, and account opening documents. For Third-Party Solicitor Programs, the Representative will provide a Solicitor's Disclosure Document which will disclose any affiliation between MSA and the Third-Party Adviser, a description of the compensation to be paid to MSA for its referral services; and the additional cost to the person referred, if any, as a result of the solicitation arrangement. The list of approved Third-Party Programs is under periodic review and revision and is therefore subject to change. Clients and other persons should consult directly with their Representative to confirm the most current list. Not all Third-Party Programs are available to all Clients.

#### Termination of a Third-Party Program

Clients should be aware that the terms for termination of any written agreement between the Client and a Third-Party Advisor may be different than the terms for terminating an Advisory Agreement with the Adviser, and the Client shall be bound by the terms of the written agreement with the Third-Party Adviser.

#### No Guarantees: Possibility of Higher Fees

There is no guarantee that the advisory services offered through a Third-Party Program will result in achieving the Account's goals or objectives, nor is there any guarantee of profit or protection from loss. The fees and expenses paid in connection with a Third-Party Program may be higher than the cost of similar services offered through investment programs or services offered by other financial institutions. No assumption can be made that any particular fee arrangement, including timing services, Third-Party Programs, or portfolio management services of any nature will provide better returns than any other investment products, strategies or services.

Consulting Services. Certain Representatives, acting on behalf of MSA, provide investment consulting services for Clients who request such services. Typically, the consulting services will involve the Client contacting the Representative and arranging for one or "more" meetings to discuss specific, limited issues or questions regarding the Client's portfolio or particular investments. The Representative will advise the Client during the meeting(s), but will not prepare a financial plan, and will generally not consider or attempt to provide advice based on all of the factors that would be considered as part of the financial planning process. The Representative will generally recommend that Clients who desire more comprehensive or in-depth advice should engage the Advisor and the Representative to provide financial planning services.

The Advisor and the Client will enter into a Consulting Agreement which will set forth the specific consulting services to be provided, the terms and conditions of the arrangement, and the Fees to be charged, all of which will be negotiated on a case-by-case basis. The Fees may be calculated on an hourly, fixed, or other basis as stated in the Consulting Agreement. Clients who receive these services are not required to execute any transactions recommended by the Representative through the Advisor, or by the Representative through IFG, and may execute such recommendations through any broker-dealer or other financial institution they choose. Clients should be aware that the Advisor and the Representative have a conflict of interest in that if the Client purchases investment products or services through Advisor, the Representative, or IFG, they will receive compensation as a result of such purchase. For further information regarding such compensation and conflict of interest, see the discussion in this Brochure regarding Financial Planning Services.

In addition to the services described above, the MSA Representative may, when deemed appropriate, provide other investment-related services upon request of a Client or prospective Client. The nature and extent of such services, the terms and conditions applicable thereto, and the fees to be charged will be described in the Client's Investment Advisory Agreement, which will be negotiated on a client-by-client basis.

At or before entering into an Investment Advisory Agreement, Clients will receive a copy of Form ADV, Part 2, commonly referred to as the "Brochure."

The Representative will be available to discuss the Brochure and answer questions the Client may have regarding the services that MSA provides and the Client's Account. Generally, the investment advice, decisions, recommendations, strategies, and transactions with respect to a Client or Client's Account, and all services to be provided by MSA (as described in this Brochure or in the Client's Advisory Agreement) will be made or provided by the MSA Representative, without prior consultation with MSA.

MSA will supervise the activities of the Investment Advisor Representative, but will not generally manage or make investment decisions or recommendations with respect to a Client or a Client's Account. The Representative will be authorized to exercise on MSA's behalf, all discretion or other authority granted by a Client to MSA.

In addition to the investment advisory and brokerage services that a Representative may provide on behalf of MSA or IFG, certain Representatives may agree to provide the Client with additional services (such as tax preparation, accounting, or pension plan consulting, among others, all the "Additional Services") that will be provided by companies that are not related to MSA or IFG, which the Representative may own or have an affiliation with (each, as an "Independent Business.").

MSA does not supervise and is not responsible for any Additional Services which are provided by the Representative or an Independent Business.

As of December 31, 2010, Main Street Advisors, LLC had \$55,792,611.09 in assets under management.

## **Item 5        Fees and Compensation**

MSA charges its clients fees for the services provided whether it be the rendering of investment or financial advice, the management of client's assets, including the use of third party managers, or for providing clients with financial planning or consulting services. The fees that MSA charges could be a percentage of assets under management, hourly charges or fixed fees. IARs of Main Street Advisors, LLC (The Adviser) may, in their capacity as registered representatives of IFG, or as agents appointed with various life, disability or other insurance companies, receive commissions, 12(b)-1 fees, trails, or other compensation from the respective product sponsors and/or as a result of effecting securities transactions for clients. When commissions or fees are received by The Adviser or its IARs in connection with the advice given to advisory clients,

The Adviser may, but is not obligated to, reduce its fee proportionate to the amount of the commission or fee earned by The Adviser or its IARs. However, clients should note that they are under no obligation to purchase any investment products through The Adviser or its IARs.

All fees are subject to negotiation. The specific manner in which fees are charged by Main Street Advisors, LLC ("MSA") is established in a client's written Investment Advisory Agreement with MSA. The fees are paid on a quarterly basis for each calendar quarter or part of the quarter that the investment Advisory Agreement is in effect. The fees shall be paid quarterly in arrears on the first day of each calendar quarter.

Clients may also elect to be billed directly for fees or authorize MSA or its custodian to directly debit fees from their accounts. Management fees are prorated based upon the account value at the end of the billing period and paid on a semi-annual basis. Accounts initiated or terminated during a specific billing period will be charged a prorated fee. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. Several Investment Advisor Representatives of MSA have the option of using and referring clients to third party managers. In these cases, fees will be paid in accordance to the third party manager's client agreement.

MSA's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties, such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to any fees charged by MSA. The minimum amount of assets to be maintained in an advisory account or managed account is \$25,000 subject to negotiation or waiver by MSA. If the market value of the account fall below the minimum required, MSA shall have the right to require the deposit of additional monies or deposit to bring the account value up to the required minimum or close the account.

## **GENERAL INFORMATION CONCERNING FEES, SERVICES, AND ACCOUNTS**

### Possibility of Lower Fees

Clients should be aware that lower fees for comparable services may be available from other advisors.

### Negotiability of Fees or Terms

In certain circumstances, the Advisor may agree to negotiate the Fees or other terms of the Client's relationship with the Advisor. Neither the Advisor, nor its Representatives, are authorized to negotiate fees charged by a Third-Party Advisor, and Clients should be aware that Third-Party Advisors may not be willing to negotiate their fees. Clients who engage a Third-Party Advisor are directed to the Form ADV-Part II or alternative disclosure document for the Third-Party Advisor and the separate written agreement for more complete information with respect to the terms and conditions of the Client's relationship with the Third-Party Advisor.

The Advisor may charge different fees to Clients receiving the same services. The Fees described in this Brochure represent the Advisor's maximum Fees charged to Clients. The Advisor's Fees and terms are negotiated on a case-by-case basis, depending on variety of factors, including the nature and complexity of the particular service, the availability of qualified personnel, the Client's relationship with the firm, the size of the account, and the potential for other business or Clients, among other factors.

### Direct Debiting of Fees

The Advisory Agreement will provide that the Custodian will pay the Fees immediately upon the Advisor's or a Third-Party Advisor's instructions to the Custodian's, without further inquiry and without prior notice to or consent of the Client. All Account assets, transactions, and Fees will be shown on the monthly or quarterly Account statements provided by the Custodian.

### Investment Management Fee

Clients with Accounts in the IMP Program will pay an investment management fee (the "Fee") according to the schedule of fees (the "Fee Schedule") set forth in or attached to the Advisory Agreement. Each Representative may adopt a different Fee Schedule; provided, the Fees will not exceed the following rates:

<u>Value of IMP Account</u>	<u>Maximum Fee</u>
Up to \$999,999	2%
\$1,000,000 and over	1.5%

The Fee will be paid quarterly for each calendar quarter or part of a quarter that the Advisory Agreement is in effect, and will be payable either in advance or in arrears, as described in the Advisory Agreement. Except as provided below, the Advisory Agreement is in effect, the Fee will be calculated on the first day of each calendar quarter in an amount equal to one-fourth of the rates described above times the value of the Account as of the close of the last trading day of the preceding calendar quarter.

For the first calendar quarter this Agreement is in effect, and for any other quarter an asset is added to the Account and becomes an Account Asset after the last trading day of the preceding calendar quarter, the Fee will be calculated and billed with respect to each such asset beginning on the Commencement Date of such asset, using the value posted by the Custodian as of the close of trading for such date, and prorated for the remaining number of calendar days in such quarter. Fees for the last quarter will be prorated based on the number of calendar days this Agreement is in effect. All unpaid Fees are due and payable immediately upon termination of the Advisory Agreement. The Fee for the initial quarter may be billed, at the Adviser's discretion, either on the Commencement Date for each asset or with the Fee for the following quarter. Any unearned portion of a Fee will be refunded to the Client within 30 days after termination of this Agreement. All unpaid Fees are due and payable immediately upon termination of the Advisory Agreement. The Fee Schedule may be revised by the Advisor upon notice to the Client, and the new Fee Schedule will be in effect as of the first calendar quarter beginning 30 days or more after the Advisor provides notice of such revision. Fees are not charged on the basis of a share of capital gains or capital appreciation of the Account or any portion of the Account. The Fees described above are in effect as of the date of this Brochure, and are subject to the Advisor's discretion to revise this Brochure, its Fees, and the terms and conditions for its services. Client will provide the Custodian with such documentation as the Advisor or the Custodian requests, authorizing and directing the Custodian to deduct the Fees from the Account and to pay the Advisor the Fees upon submission of a Fee invoice (which may be electronic) to the Custodian.

The value of the Account and the value of any asset of the Account shall be the value reflected on the Custodian's statements (or on the Custodian's electronic system available to the Advisor, for valuations other than as of the close of a calendar month or quarter).

In the event the Custodian does not value any asset, the asset shall be valued by the Advisor in such manner as it shall determine in good faith to reflect the asset's fair value. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Subject to usual and customary securities settlement procedures, and subject to the terms of any variable product, Client may make additions to or withdrawals from the Account at any time; provided that the Advisor may terminate the Account if it falls below the minimum account size stated in this Brochure or in the Advisory Agreement. No Fee adjustments shall be made for partial withdrawals or for Account appreciation or depreciation within a billing period.

The Advisory Agreement may be terminated by the Advisor or the Client at any time without penalty upon written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under the Advisory Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of the Advisory Agreement. Upon termination, the Client shall have the exclusive responsibility to monitor the securities in the Account, and neither the Advisor nor the Representative shall have any further obligation to act or advise with respect to the Account or the assets. If the Client terminates the Advisory Agreement within five business days of its signing, the Client shall receive a full refund of all fees and expenses. If the Advisory Agreement is terminated after five business days of its signing, any prepaid fees shall be prorated and the unused portion shall be returned to the Client. Upon termination of the Advisory Agreement, the Account will be charged introducing and clearing broker's customary fees and commissions (including without limitation, IFG/Pershing fees), and the Custodian's fees for services provided with respect to closing the Account and holding, transferring or liquidating the assets.

#### Financial Planning Fees

Each Representative establishes the fee schedule for financial planning services he or she provides. The fee schedule will be provided to the Client before entering into an Advisory Agreement. Financial planning services may be charged on an hourly or fixed fee arrangement. Hourly rates vary between \$150 to \$450 per hour. Fees are negotiable and will vary depending upon the particular Representative who provides the services, the complexity of the Client situation and services to be provided, prior or anticipated relationships, as well as the size of the Client's assets, and the possibility for additional business, as determined by the Representative within his or her discretion.

All Advisory Agreements must be approved by the Advisor. Financial planning services terminate upon completion of the services described in the Advisory Agreement.

A Client may terminate the Advisory Agreement at any time, and will receive a prorated refund of the Fee based on the proportion of the total services that the Representative has performed through the date that the Advisor receives written notice of such termination.

#### Other Fees and Charges

In addition to the Fees, the Client will be responsible for any other fees and charges described in the Advisory Agreement, as well as any fees charged by a Third-Party Advisor, if any, and any other applicable fees or charges described in this Brochure or in any agreement between the Client and the Custodian or other third parties.

#### Mutual Fund. Closed-End Fund. UIT, ETF. Variable Product Fees and Expenses

The Fees will be separate and distinct from the fees and expenses that are charged by mutual funds, closed-end funds, UITs, or ETFs to their shareholders, or are charged by insurance companies to their variable product account holders. Additionally, mutual funds and UITs may impose a contingent deferred sales charge ("CDSC") or redemption fee if shares are sold within a short time period, usually within 30, 60 or 90 days from the date of purchase. The CDSC or redemption fee is generally one percent.

Mutual funds, closed-end funds, UITs, and ETFs will charge internal management fees and transaction costs, and may charge a distribution *or* service fee pursuant to a plan adopted under SEC Rule 12b-1 (a "12b-1 Fee") that will be charged to their shareholders. Similarly, insurance companies issuing variable products also charge management fees, transaction costs, and distribution or service fees to their contract holders, and assess mortality and other charges related to the life insurance benefits under the contracts. The fees and expenses charged by mutual funds, closed-end funds, UITs, ETFs and variable products are described in each investment's prospectus or summary disclosure. A Client could invest in mutual funds, closed-end funds, UITs, ETFs or variable products directly, without the services of an Advisor.

In that case, the Client would not receive the services provided by the Advisor, which are designed, among other things, to identify investments which are appropriate in light of the Client's objectives, needs, and circumstances. Accordingly, Clients should review the fees charged by the mutual funds, closed-end funds, UITs, ETFs or variable products in which their Accounts are or will be invested in evaluating the total costs of the services being provided.

### Fees and Commissions for Custodial and Brokerage Services

Fees charged by the Custodian, and fees and commissions charged by exchanges, electronic communications networks, introducing and executing brokers, and other trading intermediaries will be paid by Client and will be in addition to the fees owed to the Advisor and to any Third-Party Advisor.

### Conflicts of Interest Regarding Recommendations for Non-managed Accounts

Clients should understand that the Representatives have a conflict of interest in recommending that clients purchase, with their non-managed assets, any securities or insurance products for which IFG serves as a broker-dealer. In order to maintain the registrations of the Representatives as registered representatives of IFG, the Representatives will be expected (or required) to provide a minimum amount of transaction-based compensation. By recommending transactions for non-managed assets through IFG, the transaction-based compensation from such transactions may help the Representatives to meet the IFG minimums. The compensation and economic benefits create a conflict of interest because they may encourage the Advisor and the Representatives to refer clients to IFG.

**Should you have any questions whatsoever regarding fees that you are charged by MSA, please contact your Investment Advisor Representative immediately.**

### **Item 6 Performance-Based Fees and Side-By-Side Management**

MSA does not charge any performance-based fees defined as fees based on a share of capital gains or capital appreciation of the assets of a client.

### **Item 7 Types of *Clients***

MSA provides investment advisory and portfolio management services to individuals, high net worth individuals, pension and profit sharing plans (other than plan participants), and corporations

### **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

MSA's investment security analysis methods can include charting, fundamental, technical and cyclical analysis. In providing portfolio management services to clients, MSA may use a strategy entitled "Top Ranked Funds" which is based upon careful analysis of the client's investment and financial needs and then certain investments are chosen based upon a mathematical formula utilized to aide in determining the best and most suitable investments for the client. In other cases, RIA trading platforms offered by TD Ameritrade and Fidelity Investments (among others), may be used for the execution of securities transactions on behalf of the client.

Some, MSA Investment Advisor Representatives choose to use other third party managers, such as Curian Capital, LLC, SEI Investments Company; and Symmetry Partners, LLC. (among others). Regardless of the investment strategy or manager being used, investing in securities involves risk of loss that clients should be prepared to bear.

## **Item 9 Disciplinary Information**

On April 12, 2007, The Office of the Securities Commissioner for the State of Kansas issued a Cease and Desist Order against Main Street Securities, LLC (MSS) and Bobb A. Meckenstock which alleged that Bobb A. Meckenstock had failed to reasonably supervise an RR who was selling private placements through his own independent RIA to Kansas residents. This matter was resolved by Bobb Meckenstock execution of a Stipulation and Consent order on June 3, 2009 which resulted in civil and administrative penalties being ordered against Main Street Securities, LLC and Bobb Meckenstock.

On August 11, 2010, the Financial Industry Regulatory Agency (FINRA) filed a formal action against Bobb Meckenstock alleging violations of NASD Rules 2110, 3010, 3010(D), 3040 in that Bobb Meckenstock failed to reasonably supervise a registered representative at his member firm, a now defunct broker-dealer. Allegations claim Meckenstock knew that the registered representative participated in sales of stock that was outside the course or scope of the registered representative's employment with the firm, participated in certain sales of the stock himself, and failed to record the sales on the firm's books and records as required by NASD Rule 3040(C). This matter was resolved through an Offer of Settlement which was accepted by FINRA on December 14, 2010 and imposed certain civil and administrative penalties being ordered against Bobb Meckenstock.

Investors can find additional information regarding these actions through Broker Check located on the FINRA website, [www.finra.org](http://www.finra.org).

## **Item 10 Other Financial Industry Activities and Affiliations**

Main Street Advisors LLC ("The Advisor") offers financial and retirement planning services. These services are offered to clients with or without investment advice. Investment Advisor Representatives ("IARs ") of Main Street Advisors, LLC may be registered representatives of Independent Financial Group, LLC (IFG), a securities broker-dealer member FINRA & SIPC and an investment adviser registered with the Securities and Exchange Commission ("SEC").

In addition, the IARs of Main Street Advisors, LLC may be licensed insurance agents. Main Street Advisors or its IARs may receive compensation for their activities as registered representatives or insurance agents.

Clients should also be aware that an Investment Adviser Representative (IAR) could also own or be associated with an independent registered investment advisory firm ("IRIA"), which is an entirely separate and distinct entity that is unrelated to Main Street Advisors, LLC and/or IFG. In these rare occasions, it is important for clients to fully comprehend the capacity in which their representative is operating and the entity, he or she is representing. Individuals who are associated as investment adviser representatives of an IRIA should disclose their association with the IRIA and provide the individual with a copy of the IRIA's Form ADV, Part II (or substitute disclosure documents) at or before the time they provide advisory services on behalf of the IRIA or refer persons to the IRIA. When providing such services and making such referrals, these individuals will be acting in their capacity as investment adviser representatives of the IRIA, and will not be acting on behalf of Main Street Advisors, LLC. The person's written agreement with the IRIA will describe the products or services to be provided.

Certain Representatives are permitted to recommend that Clients purchase or sell tangible assets, such as gold coins, through a third party (the "Dealer"). These transactions will be limited to arrangements that are considered to be executed as "spot" transactions that provide for prompt delivery of the physical coins or other tangible asset to the Client.

If a Client purchases or sells gold coins or other tangible assets through a Dealer, the Adviser and the Representative will receive a commission or other fee from the Dealer, which will be in addition to (and will not reduce) any other fees owed pursuant to the Client's Advisory Agreement. Such tangible assets will not be part of the assets managed by the Adviser.

MSA's personnel will devote as much time to the affairs of the Adviser and its Clients as they believe is reasonably necessary to assist the Clients in achieving their investment objectives.

They need not devote all or any specific portion of their working time to the affairs of the Adviser or its Clients, and they may devote a portion of their time to other matters.

Further, the Adviser, its personnel, and its affiliates may organize or become involved with other clients or in other business ventures, including other investment-related investment businesses.

Such other businesses and the clients of such businesses may compete with the Adviser and its Clients for the time and attention of the Adviser's principal executive officers and Representatives, and possibly, for limited investment opportunities, all of which may create conflicts of interest.

Main Street Advisors, LLC (The Adviser) and its President, Bobb Meckenstock offer insurance products through its affiliated insurance agency, The Meckenstock Group, Inc.

Some IARs of MSA may also be accountants and provide tax advice which are separate and distinct services from those offered as an Investment Advisor Representative (IAR) of Main Street Advisors, LLC (MSA). These additional services may result in a conflict of interest and should be disclosed to each MSA client as such.

In fact, a client should ask his or her IAR if he or she has any other outside business activities outside his or her fiduciary responsibility as an IAR for MSA. The more a client knows and understands about his or her IAR, the more tools he or she employs to make an informed business decision on whether the IAR is the right person to render advice regarding the client's investment needs and desires.

#### **Item 11 Code of Ethics, Participation or Interest in *Client* Transactions and Personal**

MSA has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. The Adviser's Code of Ethics describes the firm's fiduciary duties and responsibilities to its Clients, and sets forth the Adviser's practice of supervising the personal securities transactions of supervised persons with access to information regarding Client recommendations or transactions. Individuals associated with the Adviser may buy or sell securities for their personal accounts identical to or different than those recommended to Clients. It is the expressed policy of the Adviser that no person employed by the Adviser shall prefer his or her own interest to that of an advisory Client or make personal investment decisions based on the investment decisions of Clients.

Subject to the Code of Ethics, the Adviser and its employees are permitted to trade for their own accounts side-by-side and in block transactions with the firm's Clients in the same securities, and at the same time. To supervise compliance with its Code of Ethics, the Adviser requires that anyone associated with the firm who has access to information regarding Client investment recommendations or transactions must provide an initial and annual securities holdings report and quarterly transaction reports to the firm's Chief Compliance Officer.

The Adviser requires such access persons to also receive approval from the Chief Compliance Officer prior to investing in any Initial Public Offerings ("IPOs") or private placements (limited offerings)

MSA anticipates that, in appropriate circumstances, consistent with the client's investment objectives, it will cause accounts over which MSA or an MSA IAR has management authority to effect, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which MSA, its IARs, affiliates and/or clients, directly or indirectly have a position of interest. MSA's employees and persons associated with MSA are required to follow MSA's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of MSA and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for MSA clients. The Code of Ethics is designed to assure that the personal securities transactions activities and interests of the employees of MSA will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions, while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of MSA's clients.

In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics, in some circumstances, would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between MSA IARs and their clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with MSA's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. MSA will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order memorandum (ticket).

It is MSA's policy that the firm will not affect any principal or agency cross securities transactions for client's accounts without the express authorization of MSA's Chief Compliance Officer.

Principal transactions are generally defined as transactions where an RIA, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client.

An agency cross transaction is defined as a transaction where a person acts as an investment advisor in relation to a transaction in which the investment advisor, or any person controlled by or under common control with the investment advisor, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an advisor is dually registered as a broker-dealer or has an affiliated broker-dealer.

The Adviser requires that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. The Adviser's Code of Ethics also includes the firm's policy prohibiting the use of material non-public information. Any individual who fails to abide by the firm's Code of Ethics may be subject to discipline.

The Adviser will provide a copy of its Code of Ethics upon request to its President at the Adviser's principal address

#### Non-Exclusivity: Non-IMP Program Clients

The Adviser, the Representative, and their respective managers, members, employees, affiliates and agents: (i) may have or take the same or similar positions in specific investments for their personal accounts, or for the accounts of other clients, as the positions taken for the advisory Client Accounts; and (ii) shall be free to render investment advice to others and are not bound to render services exclusively to advisory Clients.

Nothing in this Brochure or the Advisory Agreement shall impose upon the Adviser, or any Representative, any obligation to purchase or sell, or to recommend for purchase or sale, for any IMP Program Account, any security which the Adviser or an Representative, or their managers, members, employees, affiliates, or agents, purchase or sell for their own accounts or for the accounts of their other clients.

## **Item 12 Brokerage Practices**

#### Authority Over Accounts

For discretionary IMP Program Accounts, the Adviser will have discretionary authority to buy, sell, retain and exchange investments, and exercise such other powers as the Adviser deems appropriate to manage and execute transactions for the Client's Account in a manner consistent with the Suitability Information; provided.

The Adviser will not have discretion to select the brokers to execute transactions for the Account unless previously discussed and approved by the client. The client shall have the right to choose the broker-dealer firm or firms which he or she chooses to execute transactions on his or her behalf. Once the client has chosen the broker-dealer firm or firms which he or she selects to execute security transactions for the client's account, the investment advisor representative may effect transactions through such broker-dealer firm or firms and such authority shall be noted in the Investment Advisory Agreement signed by the client. Any limitations on the Adviser's discretionary authority and any restrictions that Client wishes to place on the Account must be included in the Advisory Agreement. Clients may change or amend these limitations or restrictions at any time. Such amendments must be submitted in writing.

For Third-Party Accounts where the Adviser has agreed to be responsible for hiring and firing of the Third-Party Advisers, the Adviser will have full discretion to allocate and reallocate the Account among other Third-Party Advisers, to increase or decrease the portion of the Account allocated to each Third-Party Adviser, and to hire new Third-Party Advisers and fire existing Third-Party Advisers.

For Third-Party Programs, the Third-Party Adviser will have the authority and obligation to manage the Account's investments on a discretionary basis, and the Adviser will not have any authority to exercise discretion with respect to the specific investments made for the Account; provided, the Advisory Agreement may provide that the Adviser will have the authority and discretion to manage the Account's investments upon the occurrence of one or more of the following "Limited Events:" (i) a transfer of assets other than cash into the Account, in which event the Adviser shall have authority and discretion to hold or liquidate such assets to cash, and (ii) if a Third-Party Adviser ceases to act as manager for the Account, in which event the Adviser shall have authority and discretion to manage the Account's assets not allocated to an existing Third-Party Adviser until a new Third-Party Adviser is retained. In managing the Account's assets, the Adviser is specifically permitted to retain all or part of the existing investments or to liquidate such investments, in Adviser's discretion. Clients should be aware that the Representative will be responsible for determining the strategies, selecting the investments, and effecting all transactions for the Account. Then Adviser will not manage the Client's Account on a day-to-day basis, and will not effect transactions for the Account, except as the Adviser deems necessary in the exercise of its supervisory responsibilities with respect to the Representative and its fiduciary duties to the Client.

### Block Trading

For both discretionary and non-discretionary Program accounts, Clients will authorize the Adviser, in the Adviser's discretion, to bunch or aggregate orders for the Client's Account with orders of other Clients and to allocate the aggregate amount of the investment among Accounts in the manner in which the Adviser shall determine appropriate. Block trading may allow trades to be executed in a more timely, equitable manner and may reduce overall transaction costs because such costs are generally shared on a pro-rated basis among all Accounts included in the block.

However, Clients should be aware that due to differences in types of investments in Accounts, and differences in Account objectives, cash positions, and other factors, the Adviser cannot anticipate the number of transactions, if any, that will be effected each year through block transactions. Third-Party Advisers will have the authority to engage in block trading, unless otherwise provided in the client agreement.

Clients with non-discretionary IMP Program Accounts should be aware that orders for their Accounts may not be included in such block orders, if the Adviser determines, that including them, could adversely affect other IMP Program Accounts participating in the block order or Adviser's efficient management of the Accounts.

In certain situations, aggregation of Client orders may operate to the disadvantage of some Clients, such as where an Account may have been able to have its order executed at a more favorable time. The Adviser will ensure that no Client is unreasonably or systematically disadvantaged through the use of block trading. Subject to its Code of Ethics, the Adviser and its employees may participate in blocks orders with Clients, as long as the Adviser and the employees participate in the block on the same terms as the Clients.

### Directed Brokerage: Recommendations of Brokers and Custodian

Unless separately negotiated and stated in the Advisory Agreement, Clients participating in the IMP Program will be required to select TD Ameritrade as the Custodian.

Although Accounts participating in the IMP Program are permitted to use, in certain circumstances, brokers other than Custodian (or its affiliates) to effect trades for their Account, because of additional fees imposed by the Custodian to execute transactions through other brokers, it may be uncommon for trades to be effected through other brokers.

The Adviser is independently owned and operated and not affiliated with the Custodian.

The Custodian may provide to the Adviser, among other items, access to the Custodian's institutional trading and custody services, which are typically not available to retail investors, and are generally available only to independent investment advisors on an unsolicited basis, at no or reduced charges to them so long as a minimum amount of the Clients' assets are maintained in accounts with the Custodian. The Custodian's services will include execution of securities transactions for the Account and custody of Account assets. The Custodian may also provide the Adviser with research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

Additionally, the Custodian may provide the Adviser with products and services that assist in managing and administering the Clients' Accounts, including without limitation, software and other technology that (i) provide access to Client Account data (such as trade confirmations and Account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client Accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of the Adviser's fees from its Clients' Accounts; and (v) assist with back-office functions, record keeping and Client reporting. Many of these services may be used to service all or a substantial number of Accounts, including Accounts not maintained with Custodian. The Custodian may also offer other services intended to help the Adviser manage and further develop its business enterprise. These services may include: (i) compliance, legal and business consulting; (ii) publications and conferences on practice management and business succession; and (iii) access to employee benefits providers, human capital consultants and insurance providers. Custodian may make available, arrange, or pay third-party vendors for these types of services rendered to the Adviser.

The Custodian may discount or waive amounts it would otherwise charge for its research, brokerage, or other services, or the Custodian may pay all or a part of the fees of a third-party providing research or other services to the Adviser. The Custodian may also provide the Adviser with educational events or occasional business entertainment of the Adviser personnel. In evaluating whether to recommend the Custodian to maintain custody of Clients' assets, the Adviser may take into account the availability of the foregoing products and services and other arrangements as part of the total mix of factors it considers; as a result, the Adviser's recommendation of the Custodian will not be based solely on the nature, cost or quality of custody and brokerage services provided by the Custodian for the particular Client and a conflict of interest will exist. For certain Accounts maintained with the Custodian, the Custodian may agree not to charge separately for its custodial services, but may be compensated through commissions and other transaction-related or asset-based fees for Account securities transactions that are executed through the Custodian or that settle into the Custodian's accounts.

For transactions involving fixed income securities, the Custodian may receive a mark-up/mark-down when acting in a principal capacity, which represents additional compensation to the Custodian. In certain circumstances, the Custodian may also receive syndicate fees on the purchase of new issues of fixed income investments.

The Client shall have the responsibility for evaluating the services and costs and for selecting the Custodian for the Account's assets. Generally, Clients in the IMP Program or Third-Party Programs will be required to use the Custodian, unless specifically provided in the Advisory Agreement.

Clients should review their separate agreement with the Custodian to determine if the Custodian charges for its custodial and brokerage services and the amounts of such charges are fair and reasonable.

The existence of these products and services from the Custodian will create a conflict of interest which Clients should consider in deciding to enter into or continue an advisory relationship with the Adviser. There is no assurance that the charges by the Custodian will be the lowest possible, and it is likely that lower costs may be available for similar services from other custodians or brokers.

Additionally, while there is no direct linkage (except in certain limited circumstances) between the Adviser's recommendations or investment advice for an Account and any services, support, or other forms of economic benefits that the Custodian provides to or for the Adviser, Clients should be aware that such services, support, or other forms of economic benefits would not be received if the Adviser did not recommend the use of the Custodian.

#### Recommendation of Brokers

As previously noted, IARs of MSA may be registered representatives and may also be investment adviser representatives of IFG. As such, IARs of MSA may recommend or suggest the use of IFG as the broker-dealer to effect securities recommendations, but does not require that clients choose IFG as the broker-dealer.

#### Brokers for Third-Party Programs

Clients considering participation in Third-Party Programs should be aware that in many of these programs, the Client will be required to select (or will be required to direct the Third Party Adviser to select) a specific broker (which may be Custodian or the program sponsor).

### Special Consideration for Directed Brokerage Accounts

Clients who are considering directing the broker for their Account should understand that such arrangements may, under certain circumstances, result in worse, not better, execution. When a Client directs the use of a particular broker (a "directed Account"), the adviser managing the investments for the Account (whether the Adviser or a Third-Party Adviser) will not have the authority to negotiate commissions, mark-ups/mark-downs, or other expenses or charges among various brokers on a trade-by-trade basis or to obtain volume discounts.

Unless the Client has previously negotiated a better rate, the Client should expect that the directed brokerage firm will charge commissions based upon its non-discounted commission schedule. Trades for directed Accounts may not participate in block trades.

Also, execution of these trades may be delayed until after the execution of trades for "free" Accounts (Accounts where the client has not directed the use of the particular broker). During volatile markets or when buying or selling an illiquid or thinly traded security, a delay in execution may result in less favorable prices.

Consequently, there is the risk that Clients who direct brokerage to the Custodian (or participate in Third-Party Programs which require the use of a particular broker) may incur higher transaction costs or greater spreads, or receive less favorable net prices than might otherwise have been the case if the Adviser had discretion to select the brokers to execute trades for the Account. A disparity could arise in the commissions paid, the prices received, or the net performance of Accounts with similar objectives, but which did or did not direct brokerage to the Custodian. Lower costs for comparable services may be available through other broker dealers or custodians. Not all advisers require their clients to designate the use of a particular broker.

### *OTHER MATTERS*

#### Class Actions, Bankruptcies and Other Legal Proceedings

Client's should note that neither the Adviser nor any Representative will advise or act on behalf of the Client in legal proceedings involving companies whose securities are held or previously were held in the Client's Account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, Clients may direct the Adviser to transmit copies of class action notices to the Client or a third party. Upon such direction, the Adviser will make commercially reasonable efforts to forward such notices in a timely manner.

#### Conflict Between Brochure and Agreement: Changes in Adviser's Programs or Policies

Some Clients may notice differences between the information contained in this Brochure and in their individual Advisory Agreements. Such differences may arise when, for example, the Advisory Agreement has been separately negotiated with the Client. Differences may also arise when the Adviser makes changes in its Programs or policies, or as a result of intervening events. Unless specifically provided otherwise in a Client's Advisory Agreement, the Adviser has the right to change, modify, limit, terminate, or otherwise revise the services it offers to any or all Clients, and the terms applicable to those services. Where differences may now or later exist between the information in this Brochure and in a Client's Advisory Agreement, Clients should be aware that the terms of their Advisory Agreement will control (subject to the Adviser's right to amend or terminate the Advisory Agreement, as provided therein).

#### Use of Term "Registered Investment Adviser"

Clients should be aware that the term "Registered Investment Adviser" does not imply any certain level of skill or training.

#### Certain Tax Consequences

Transactions effected in an Account or in an account managed by a Third-Party Adviser (whether to invest, rebalance or reallocate) may involve long or short-term capital gains or losses for each transaction, and in accounts which are not tax-deferred, may result in additional tax liability or tax reporting. Clients should review the tax consequences of transactions in or for their account with an accountant or tax counsel.

#### Soft-Dollar Arrangements

Should MSA receive research or other products or services other than execution from a broker-dealer or a third party in connection with client securities transactions, commonly known as soft dollar benefits. These soft dollar benefits are not proportionally allocated to any accounts that may generate different amounts of the soft dollar benefits.

### **Item 13 Review of Accounts**

Unless otherwise provided in the Advisory Agreement, the Advisor's Representative will monitor the investments in the discretionary and non-discretionary Program Accounts on a continuous basis, will invest and reinvest (for discretionary Program Accounts) or make recommendations with respect to (for non-discretionary IMP Program Accounts) the Account's assets, and will review the Accounts regularly in light of the Accounts' stated investment objectives and any investment guidelines.

More frequent reviews may be triggered by material changes in variables such as the Client's individual circumstances, or the market, political, or economic environment. For Clients participating in a Third-Party Program, the Third-Party Adviser will be responsible for conducting all Account reviews, and the Advisor will not review the Account, except as specifically provided in the Advisory Agreement.

For those Accounts participating in Third Party Advisory Programs where the Adviser is responsible for hiring and firing the Third-Party Adviser, the Adviser will review the overall performance of the Account on a continuous basis in connection with Adviser's performance of such services. Clients considering participation in a Third-Party Program should review the Third-Party Adviser's disclosure document or client agreement to understand the Account reviews that will be conducted.

#### Reports

Clients participating in the Program will receive monthly or quarterly statements and confirmations from the Custodian.

The Adviser will not provide performance or other reports, unless specifically provided in the Advisory Agreement.

The Custodian may agree separately to provide access to performance reports. Any such agreement would be included in the Client's separate agreement with the Custodian. For Accounts participating in a Third-Party Program, the Third-Party Adviser (or in some cases, the program's sponsor) will be responsible for providing any reports to the Client; provided, in all such programs the Custodian will provide typical monthly or quarterly account statements. The Adviser will not provide any reports, unless specifically provided in the Advisory Agreement between Client and the Adviser. Clients considering participating in a Third-Party Program should review the Third-Party Adviser's (or sponsor's) disclosure document and client agreement to understand the reports that will be provided.

#### Financial Planning Clients

The Accounts of Clients receiving financial planning services will be reviewed, if at all, as provided in the Advisory Agreement. The review will be conducted by the Representative, unless otherwise stated in the Advisory Agreement. Financial planning Clients will receive only the reports described in their Advisory Agreement.

### **Item 14 *Client Referrals and Other Compensation***

From time to time, and at their discretion, IARs might pay a referral fee to anyone, including clients, which refer prospective clients to MSA and the IAR.

This is usually a set fee per referral and is no way tied to commissions or other forms of transactional fees or expenses. MSA may also receive client referrals from third-party managers and product providers. When this occurs, referral fees paid are usually contractual. Whenever a conflict of interest occurs, the IAR will disclose such conflict to his or her clients and explain exactly how such conflict may affect the client's arrangement with the IAR and the client's needs and investments. The IAR must also report such conflict of interest to his or her immediate supervisor as well.

### **Item 15 *Custody***

MSA does hold customer securities or funds and uses a variety of custodians for client investments. Clients should receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains client's investment assets. MSA urges you to carefully review such statements and compare such official custodian records to your records.

Account statements may vary from custodian to custodian and may also vary based on accounting procedures, reporting dates or valuation methodologies for certain securities.

### **Item 16 *Investment Discretion***

MSA usually receives discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the client's stated investment objectives and needs. When selecting securities and determining amounts, MSA IAR's observe the investment policies, limitations and restrictions of the client for which he or she advises. For registered investment companies (mutual funds), MSA IAR's authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made.

### **Item 17 *Voting Client Securities***

#### Proxy Voting

Neither the Adviser nor any Representative will vote or accept authority to vote proxies on behalf of its Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client Accounts. However, the Adviser or a Representative may, in their discretion, provide advice to Clients regarding the voting of proxies.

**Item 18 Financial Information**

MSA's has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

**Item 19 Requirements for State-Registered Advisers**

As of the date of this brochure, MSA is an SEC Registered Investment Adviser (RIA). However, later in the year, MSA may be required to withdraw as an SEC RIA and register as an Investment Adviser with the State of Kansas. If this should prove to be the case, MSA will amend its Form ADV, Part 2 (the Brochure) and send such amended Brochure to each of its clients.