

# **American National Investment Advisors, LLC**

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## **Form ADV Part 2A Appendix 1 American National Wrap Program**

This brochure provides information about the qualifications and business practices of American National Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 630-701-9080. 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 American National Investment Advisors, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

American National Investment Advisors, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

## Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Generally, American National Investment Advisors, LLC will notify clients of material changes on an annual basis. However, where we determine that an interim notification is either meaningful or required, we will notify our clients promptly. In either case, we will notify our clients in a separate document.

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## Item 4 Services, Fees, and Compensation

American National Investment Advisors, LLC ("American National") is a registered investment adviser based in Downers Grove, Illinois. Our firm is organized as a limited liability company under the laws of the State of Illinois. We have been providing investment advisory services since 2009. Our firm is 100% owned by Profitability Concepts and Consulting, LLC, which is wholly owned by Peter C. Claeys.

As used in this brochure, the words "we", "our" and "us" refer to American National, and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

We offer the American National Wrap Fee Programs to prospective and existing advisory clients. We administer the wrap-fee program in our capacity as Sponsor and investment manager to the program. A Sponsor of a wrap fee program organizes and/or administers the program. A "wrap-fee" program is a type of investment program that provides clients with advisory services, investment management and brokerage services for one all-inclusive fee. If you participate in our wrap fee program, you will pay our firm a single fee, which includes our money management fees, certain transaction costs, and custodial and administrative costs. You are not charged separate fees for the respective components of the total services. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program. Under the Program, LPL Financial, the account custodian, will act as paying agent on our behalf with respect to collecting advisory fee payments you make for participation in the Program.

Prior to becoming a client under the wrap-fee program, you will be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

We provide investment supervisory services through the Program, defined as giving continuous advice to you and/or making investments for your account(s) based on your individual needs. Through personal discussions in which your goals and objectives are established, we develop your personal investment policy and create and manage a portfolio for you based on that policy.

Under the Program, we require you to grant our firm discretionary authority to manage your account. Subject to this grant of discretion, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, and in what amounts, in accordance with your investment program, without obtaining your prior consent or approval for each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, and/or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. You may change/amend these limitations as required. Such amendments shall be submitted in writing. We will not wire or transfer funds to third parties without your prior written approval. You will have the opportunity to place reasonable written restrictions on the types of investments that will be made on your behalf. You will retain individual ownership of all securities.

Transactions for your account must be executed by LPL Financial ("LPL"), a securities broker-dealer and a member of FINRA and SIPC. To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by LPL or other broker-dealers, and the advisory fees charged by investment advisers.

We believe that LPL provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by LPL, including the value of research provided the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services LPL provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Depending upon the percentage wrap-fee charged by our firm (as described more fully below), the amount of portfolio activity in your account, and the value of custodial and other services provided, the wrap-fee may or may not exceed the aggregate cost of such services if they were to be provided separately and/or if we were to negotiate transaction fees and seek best price and execution of transactions for your individual account. Inasmuch as the execution costs for transactions effected in your account may be paid by our firm, a conflict of interest arises in that we may have a disincentive to trade securities in your account.

### **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. Moreover, it remains your absolute responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

### **The Program Fee**

We charge an annual "wrap-fee" for participation in the Program, payable quarterly in advance. The annualized fee will be charged as a percentage of your assets under our management, as follows:

<b>Market Value of Portfolio</b>	<b>Equity &amp; Balanced</b>
First \$500,000	3.00%
Next \$500,000	2.50%
Next \$1,000,000	2.00%
Over \$2,000,000	1.60%

  

<b>Market Value of Portfolio</b>	<b>Fixed Income</b>
First \$500,000	1.50%
Next \$500,000	1.25%
Next \$1,000,000	1.00%
Over \$2,000,000	0.75%

  

<b>Market Value of Portfolio</b>	<b>Mutual Fund Allocation</b>
First \$500,000	1.50%
Next \$500,000	1.25%

Next \$1,000,000	1.00%
Over \$2,000,000	0.75%

The wrap-fee includes all advisory and brokerage costs (including transaction costs), quarterly performance reports, third party custodial fees, exchange fees and transfer taxes.

**Fee Differentials:** In certain circumstances, and in our sole discretion, we may charge a different wrap fee (higher or lower) based upon certain criteria (i.e., complexity of the engagement, anticipated future earning capacity and/or additional assets, dollar amount of assets managed, related accounts, account composition, services to be provided (i.e. financial planning services), negotiations with client etc.).

**Fee Calculation:** The Program fee is calculated as described above and is not charged on the basis of a share of capital gains or capital appreciation of your account.

You may make additions to and withdrawals from your account at any time, subject our right to terminate an account. You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

**Termination of Advisory Relationship:** You have the right to terminate the agreement without penalty within five (5) business days after entering into the agreement. Thereafter, you may terminate the portfolio management agreement upon written notice to our firm. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees

### Wrap Fee Program Disclosures

- The benefits under a wrap fee program depend, in part, upon the size of the Account, the management fee charged and the number of transactions likely to be generated in the Account. For example, a wrap fee program may not be suitable for Accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the Program Fee and any other costs of the Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under the Program.
- In considering the investment programs described in this brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers.
- Our firm and Representatives receive compensation as a result of your participation in the wrap-fee program. This compensation may be more than the amount our firm or the Representative would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and the Representatives have a financial incentive to recommend the Program.
- Similar advisory services may be available from other registered investment advisers for lower fees.

### Additional Fees and Expenses

The Program Fee includes the costs of brokerage commissions for transactions executed through the Qualified Custodian and charges relating to the settlement, clearance, or custody of securities in the account. The Program Fee does not include mark-ups and mark-downs, dealer spreads or other costs associated with the purchase or sale of securities, interest, taxes, or other costs, such as national securities exchange fees, charges for transactions not executed through the Qualified Custodian, costs associated with exchanging currencies, wire transfer fees, or other fees required by law or imposed by third parties. The account will be responsible for these additional fees and expenses.

The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Certain mutual funds offered through the Programs may impose short-term trading charges (typically 1% - 2% of the amount originally invested) for redemptions made within short periods of time. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others.

### **Brokerage Practices**

If you participate in the Program, you will be required to use the custodial services of LPL Financial, a securities broker-dealer and a member of FINRA and SIPC. LPL is not affiliated with our firm and is not a sponsor of this Program. Since we require you to use LPL, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Not all advisers require their clients to direct brokerage. We believe that LPL provides quality execution services at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by LPL, including the value of research, LPL's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services LPL provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

### **Transition Support/Conflict of Interest**

Although not a material consideration when determining whether to recommend that you utilize the services of LPL, in the past, LPL provided our firm with Transition Support to assist us with practice transition expenses. Because we received this economic benefit, we may be perceived to have a conflict of interest in recommending that you use LPL as custodian. You will not pay more for investment transactions effected and/or assets maintained at LPL as a result of any Transition Support or other benefits LPL may provide, or may have provided our firm in the past. Contact Peter C. Claeys, Principal of our firm, if you have any questions on our relationship with LPL.

- Some of the products, services and other benefits provided by LPL, including monetary loans, benefit us and may not benefit our client accounts. The recommendation that you place assets in LPL's custody may be based in part on benefits LPL provides us and not solely on the nature, cost or quality of custody and execution services provided by LPL.
- We place trades for our clients' accounts subject to our duty to seek best execution and our other fiduciary duties. We may use broker-dealers other than LPL to execute trades for your accounts, but this practice may result in additional costs to clients so we are more likely to place trades through LPL rather than other broker-dealers. LPL's execution quality may be different than other broker-dealers.

In addition, we may receive from LPL and/or a mutual fund company, without cost (and/or at a discount) support services and/or products, certain of which assist our firm in better monitoring and servicing your accounts maintained at such institutions. Included within the support services that may be obtained by our firm are investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by our firm in furtherance of our investment advisory business operations.

Certain of the support services and/or products that we may receive may assist our firm in managing and administering your account(s). Others do not directly provide such assistance, but rather assist our firm in the management and further development of our business enterprise.

There is no corresponding commitment made by our firm to LPL or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

#### **Brokerage for Client Referrals**

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

#### **Block Trades**

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

### **Item 5 Account Requirements and Types of Clients**

We currently offer investment advisory services to individuals including high net worth individuals, trusts and estates.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your Account if it falls below a minimum size which, in our sole opinion, is too small to effectively manage.

### **Item 6 Portfolio Manager Selection and Evaluation**

#### **Performance-Based Fees and Side-by-Side Management**

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

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

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:



- Charting Analysis - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Cyclical Analysis - a type of technical analysis that involves evaluating recurring price patterns and trends.
- Modern Portfolio Theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.
- Short Sales - securities transaction in which an investor sells securities he or she borrowed in anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price.
- Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- Option Writing - a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Fundamental Analysis - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

We may use short-term trading (securities sold within one year of purchasing the same securities) as an investment strategy when managing your account(s). Short-term trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Although we have been successful in the past in reducing risk in our clients' accounts prior to down markets, investing in securities markets entails the risk of loss. Accordingly, you should invest with a long-term time frame and understand that we cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Proxy Voting**

Without exception, we will not vote proxies on behalf of your advisory accounts. Accordingly, you will maintain exclusive proxy voting responsibility.

## **Item 7 Client Information Provided to Portfolio Managers**

As the Sponsor and portfolio manager of the Program, we will not share your private information with any other program manager or unaffiliated third party. As required, in order to provide the Program services, we will provide your private information to LPL Financial, as your account custodian. We may also provide your private information to mutual fund companies and/or private managers. We will only share the information necessary in order to carry out our obligations to you in servicing your account.

## **Item 8 Client Contact with Portfolio Managers**

Without restriction, you have reasonable access to contact and consult with our firm and our Associated Persons to discuss your account.

## **Item 9 Additional Information**

### **Disciplinary Information**

Neither our firm nor our principal owners have any legal or disciplinary events which are required to be disclosed in this Brochure Appendix.

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

Persons providing investment advice on behalf of our firm are registered representatives LPL Financial Corporation ("LPL"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as a registered representative is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm.

We may recommend that you purchase variable annuities to be included in your investment portfolio(s). Persons providing investment advice on behalf of our firm may earn commissions on the sale of the variable annuities in his or her capacity as a registered representative of LPL. If these persons earn commission on the sale of variable annuities recommended to you, we will not include the annuity accounts in the total value used for our advisory billing/fee computation. Annuities will be purchased for your account only after you receive a prospectus disclosing the terms of the annuity. You are under no obligation, contractually or otherwise, to purchase variable annuities through any person affiliated with our firm.

Individuals that are registered with our firm may also be separately licensed as an independent insurance agent. In this capacity, they can effect transactions in insurance products for you and earn commissions for these activities. The fees you pay our firm for advisory services are separate and distinct from the commissions earned by these individuals for insurance related activities. This presents a conflict of interest because we may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

### **Description of Our Code of Ethics**

We have adopted a Code of Ethics that sets the standard of conduct expected to comply with applicable securities laws. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. We adhere strictly to these guidelines. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. Clients or perspective clients may contact us at 630-701-9080 to request a copy of our Code of Ethics.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, where we trade on the same trading day, and outside of a block trade (as described more fully below), it is our policy that we will only execute transactions for personal accounts in the same direction as, and after the trade is complete in, your customer account. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper,

repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

### **Reviews of Accounts**

We will monitor the underlying securities held in your account on a continuous basis while regular account reviews are conducted at the client's request or as deemed appropriate by our firm. Currently, reviews are conducted by Peter C. Claeys, Principal of our firm (individuals conducting reviews may change as others join or leave American National). 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.

You will receive trade confirmations and monthly or quarterly statements from LPL Financial, your account custodian. We will not provide you with additional or regular written reports in conjunction with account reviews; however, you *may* receive supplemental reports from our firm as we deem appropriate.

### **Client Referrals and Other Compensation**

We may directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this Disclosure Brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires or a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements.

We may enter into contractual arrangements with various employees under which the employee receives compensation from our firm for the establishment of new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. The compensation to an employee may be equal to a percentage of the advisory fee collected from you for as long as you are a client with our firm, or until such time as our agreement with our firm expires. Alternatively, we may pay the employee a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not be charged additional fees based on this compensation arrangement. The receipt of referral based compensation creates a financial incentive for the employee to recommend our firm to you for advisory services. This in turn creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

### **Financial Information**

We are not required to provide financial information about American National to our clients, because we do not require the prepayment of fees in excess of \$500 for more than six months in advance; we do not take custody of client funds or securities; and, we do not have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

Our Managing Member and Chief Compliance Officer, Peter C. Claeys, remains available to address any questions that a client or prospective client may have regarding the information contained in this brochure.

## **Item 10 Requirements for State-Registered Advisers**

Refer to the Part(s) 2B for background information about Peter Claeys, Member and Chief Compliance Officer and those giving advice on behalf of our firm.

Our firm is not actively engaged in any business other than giving investment advice. Please see

Item 10 Other Financial Industry Activities and Affiliations for other activities of Mr. Peter Claeys, Member and Chief Compliance Officer of our firm.

Neither our firm, nor any persons associated with our firm are compensated for advisory services with performance-based fees. Please refer to the "Performance-Based Fees and Side-By-Side Management" section above for additional information on this topic.

Neither our firm, nor any of our management persons have any reportable arbitration claims, civil, self-regulatory organization proceedings or administrative proceedings.

Neither our firm, nor any of our management persons have a material relationship or arrangement with any issuer of securities.