

Part 2A of Form ADV: Firm Brochure

Item 1 Cover Page

KERCHEVILLE ADVISORS LLC

15750 W. INTERSTATE 10  
SAN ANTONIO, TEXAS 78249  
210-694-5000  
IARD#169471

---

This brochure provides information about the qualifications and business practices of Kercheville Advisors LLC. It is prepared pursuant to regulatory requirements. If you have any questions about the contents of this brochure, please contact us at the phone number listed above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Our registration as an Investment Adviser does not imply any level of skill or training. Additional information about Kercheville Advisors LLC. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Dated: April 6, 2015

## Item 2 Material Changes

This Form ADV, Part 2, also known as the “Brochure”, requires disclosure on distinct topics, and answers must be presented in the order of the items in the form, using the headings in the form. We urge you to carefully review all subsequent summaries of material changes, as they will contain important information about any significant changes to our advisory services, fee structure, business practices, conflicts of interest, and disciplinary history.

After the initial filing of this Brochure, this Item will be used to provide our clients with a summary of new and/or updated information. We will inform you of the revision(s) based on the nature of the updated information.

### **Summary of Material Changes:**

Item 4- Updated Assets Under Management.

## Item 3 Table of Contents

<b>Part 2A of Form ADV: Firm Brochure .....</b>	<b>1</b>
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 .....	6
Item 6      Performance-Based Fees and Side-By-Side Management .....	8
Item 7      Types of Clients.....	8
Item 8      Methods of Analysis Investment Strategies and Risk of Loss .....	9
Item 9      Disciplinary Information .....	11
Item 10     Other Financial Industry Activities and Affiliations.....	11
Item 11     Code of Ethics, Participation or Interest in Client Transactions & Personal Trading ..	12
Item 12     Brokerage Practices .....	12
Item 13     Review of Accounts .....	13
Item 14     Client Referrals and Other Compensation.....	14
Item 15     Custody .....	14
Item 16     Investment Discretion .....	14
Item 17     Voting Client Securities .....	14
Item 18     Financial Information .....	15
Item 19     Requirements for State Registered Advisers .....	15

## Item 4 Advisory Business

### INTRODUCTION

Kercheville Advisors LLC is an Investment Advisory firm since November 2013. Our registration as an Investment Adviser does not imply any level of skill or training. The oral and written communications we provide you, including this Brochure, is information you can use to evaluate us and other advisers, which are factors in your decision to hire us or to continue to maintain a mutually beneficial relationship. This Brochure provides information about our qualifications and business practices.

### OWNERSHIP:

Kercheville Advisors LLC was formed as a limited liability company in August 2013 and is headquartered in San Antonio, Texas. Joe B. Kercheville, President, is the sole member of the firm.

### ADVISORY SERVICES OFFERED:

We provide the following services to our clients:

Portfolio Management on a Discretionary & Non Discretionary basis

Financial Planning Services

- Third Party Manager Referral Program
- Consulting Services
- Workshop Classes

Our services are tailored to you through customized investment policy statements that address your specific goals, objectives, risk tolerance and preferences. Specific investments recommended will depend on these factors.

### Types of Investments

We may offer and provide advice and guidance on any financial product deemed appropriate as a means to address the Client's individual needs, goals and objectives. We may also offer advice on securities and investments maintained in the Client's portfolio at the time the client engages us for service.

We do not participate in any wrap fee programs.

### PORTFOLIO MANAGEMENT SERVICES:

We provide portfolio management services on a discretionary and non-discretionary basis. Our portfolio management program is designed to provide you with the appropriate asset allocation, diversification and risk characteristics consistent with prudent portfolio management. We may contract with sub-advisers to provide investment advice or to obtain expertise in specific investment areas.

On a discretionary basis, we design, revise and reallocate a custom portfolio for you. The investments are determined based upon your investment objectives, risk tolerance, net worth, net income, age, investment time horizon, tax situation and other various suitability factors.

On a non-discretionary basis, we provide periodic recommendations to you and if such recommendations are approved, we will ensure that the authorized recommendations are carried out.

### FINANCIAL PLANNING AND CONSULTING SERVICES:

We provide advice in the form of a standard financial plan based on your financial situation and stated financial goals and objectives. Our Financial Plans will address any or all of the following areas of concern:

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. We will illustrate the impact of various investments on your 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 your current strategies and investment plans to help you achieve your retirement

goals.

Investments: Analysis of investment alternatives and their effect on your portfolio.

You can also receive investment advice on a more limited basis. This may include advice on only an isolated area(s) of concern such as estate planning, retirement planning, or any other specific topic. We provide specific consultation services regarding your current or projected financial position or other investment and financial concerns that you may have.

**PENSION CONSULTING SERVICES:**

We will provide pension-consulting services to employee benefit plans, which includes 401(k) plans and their fiduciaries based upon an analysis of the needs of the plan. In general, these services may include an existing plan review, asset allocation advice, money management services, communication and education services where we will assist the plan sponsor in providing meaningful information regarding the retirement plan to its participants, investment performance monitoring, and/or ongoing consulting. We may have agreements with Third Party Administrators to provide these services as part of the Third Party Administrator's agreement with the plan. In these instances, the Third Party Administrator may pay a portion of the fee charged to the plan to us for their services. In other instances, we may be introduced to a plan through a Third Party Administrator and will provide service directly to the plan.

**EDUCATIONAL SEMINARS AND WORKSHOP CLASSES:**

We offer a wide variety of educational workshops and seminars. Our workshops and seminars include information on retirement, education, investing, insurance and money management techniques. No matter what your financial goals are our workshops can offer the kind of personalized, expanded guidance that makes it easier for you to stay on track.

**ASSETS UNDER MANAGEMENT:** As of April 6, 2015 Kercheville Advisors, LLC has approximately \$111,181,558 in discretionary assets under management. Kercheville Advisors, LLC does not have non-discretionary assets under management.

## Item 5 Fees and Compensation

### PORTFOLIO MANAGEMENT PROGRAM FEE SCHEDULE:

<u>Account Balances</u>	<u>Annual Charge</u>
\$0 to \$250,000	2.00%
\$250,001 - \$500,000	1.50%
\$500,001 - \$1,000,000	1.25%
Over \$1,000,001	1.00%

We have a minimum managed account size of \$250,000; however, our account minimum and fees charged are negotiable in situations deemed appropriate by us in our sole discretion.

The annual asset-based fee is paid quarterly in advance. When an account is opened, the asset-based fee is billed for the remainder of the current billing period and is based on the initial contribution. Thereafter, the quarterly asset-based fee is paid in advance, is based on the account asset value on the last business day of the previous calendar quarter.

Portfolio Management fees will be billed in one of two ways:

- (1) Fees will be directly deducted from your account at the custodian quarterly. We will send the qualified custodian written notice of the amount of the fee to be deducted from your account.

We and/or the custodian shall provide written notice/invoice documentation reasonably supporting the determination of the investment advisor fees. The custodian will send to you a monthly account statement that shows the amount of our advisory fee. We will provide an invoice with the value of your assets upon which the fee was based, and the specific manner in which the fee was calculated. We will verify that the custodian sends Account statements on a quarterly basis. Clients are urged to compare all account statements and other reports provided by us and outside custodians.

You should compare invoices for advisory fees to the corresponding custodian statement. Statements should be received from the custodian no less than quarterly. If statements are not received, contact us immediately.

- (2) Fees will be directly invoiced on a quarterly basis and it will be payable within five days of the due date.

#### **Additional Types of Fees or Expenses:**

You are hereby advised that all fees paid to us for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. We do not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. You should review all fees charged by mutual funds, us, and others to fully understand the total amount of fees to be paid by you.

#### **Termination:**

Either party may terminate the Client Services Agreement at any time and for any reason, upon thirty (30) days written notice to the other party. Refunds or any pre-paid fees are given on a prorated basis, based on the number of months remaining in a quarter at the point of termination.

Upon notice of termination, we will await further instructions from you as to what steps you request to liquidate and/or transfer the portfolio and remit the proceeds. Upon instructions received, we will instruct

broker dealers, and others to liquidate and/or transfer the portfolio and remit proceeds back to you or a designated third party. If no specific instructions are given we shall honor our basic fiduciary responsibility to preserve capital.

#### **FINANCIAL PLANNING AND CONSULTING SERVICES FEE SCHEDULE:**

Our financial plan and consulting fees depend on the scope, complexity and work to be performed by our Firm. Financial planning and consulting fees are charged through a fixed fee or an hourly rate. Fixed fees vary and do not exceed \$3,000 per plan and hourly rates also vary and do not exceed \$250 per hour. Fees depend upon the degree to which specialized knowledge and experience must be used and the complexity of the plan. Prior to any engagement, we will state the fixed fee or hourly rate to be used and make an estimate of the amount of time necessary to complete the analysis. We may modify the estimate if you subsequently change the scope or nature of the analysis. Our financial planning fee does not include taxes, preparation of legal documents, or any costs associated with investments (i.e., surrender charges, sales charges, administration fees, etc.).

One half of the Fee is due and payable upon execution of the Client Services Agreement by the Client with the balance due and payable immediately upon receipt of the Financial Plan.

**Termination:** The Client Services Agreement shall remain in effect until terminated in writing by either party. Upon termination of the Client Services Agreement, we will have no obligation to take any action with regard to your account(s). Client remains responsible for all work performed by us up to the termination date and at the end of such notice period, the client must pay any balance due or receive a refund of any amounts paid by the client minus any expenses incurred by us.

#### **PENSION CONSULTING SERVICES FEE SCHEDULE:**

The compensation arrangement for these services will be based on the same provisions as disclosed above in the portfolio management section and will not exceed 2% of assets under management. Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by case basis. The exact fee will be specified in the advisory contract. Depending on the arrangements made at the time of the engagement, the fees may either be paid in advance or quarterly in arrears.

#### **EDUCATIONAL SEMINARS AND WORKSHOP FEE SCHEDULE:**

Educational workshop or seminar fees vary and may range up to \$3,000. These fees are negotiable for existing clients of the firm. Fees are normally paid in advance or at the door.

The above listed fee may be in excess of the industry norm. Similar advisory services can be obtained for less.

#### **Additional Types of Fees or Expenses:**

Our 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 your custodian, brokers, third party managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic funds and exchanged 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 our Fees and neither our firm nor our advisory agents shall receive any portion of these commissions, fees and costs.

#### **Texas Client Disclosure Statement:**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other

provisions of this contract notwithstanding.

**Other Compensation Received by our Advisory Agents:**

Our advisory agents are registered representatives, principals and/or owners of Kercheville & Company, Inc., member FINRA/SIPC, an affiliated broker/dealer. In this capacity, our advisory agents may sell securities through Kercheville & Company, Inc and receive normal and customary commissions and/or 12b1-fees as a result of such purchases and sales. Custody of your accounts for both securities and funds will be maintained at Pershing Advisor Solutions, LLC, advisor of Pershing, LLC, member FINRA/SIPC or other qualified custodian of your choice. Neither our Firm nor its advisory agents are affiliates of Pershing, LLC. It is not the practice of Kercheville Advisors LLC to sell products or services to its clients through its affiliate Kercheville & Company, Inc.

Advisory Agents of the Firm are also licensed insurance agents for AKEA Insurance, an affiliated insurance company. If you elect to implement the plan or buy insurance through the Firm's advisory agents, they may receive a commission from insurance sales, which includes life, accident, disability and fixed annuities. This presents a conflict of interest to the extent that the advisory agent recommends the purchase of an insurance product to you which results in a commission being paid to the advisory agent as an insurance agent. We will seek out the products of any company, agency or brokerage that may have products fitting your needs. You are under no obligation to purchase insurance products through our affiliated company.

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

Our fees will not be based upon a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as "performance-based fees." Performance-based compensation creates an incentive for a firm or their representatives to recommend an investment that may carry a higher degree of risk to a client. We do not use a performance-based fee structure because of the conflict of interest this type of fee structure poses.

Our fees will not be based on side-by-side management, which refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not; this type of arrangement and the conflict of interest it may pose do not conform to our firm's practices.

## **Item 7 Types of Clients**

**Client Base:**

Our customer base may consist of may consist of individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities. These are the types of clients that we service, but we may not have all these types as current clients.

**Conditions for Account Management:**

We have imposed a minimum account size of \$250,000 in assets to be managed by us. We will aggregate related accounts in the same household to meet account minimums. We may make exception to this minimum from time to time based on individual factors.

We reserve the right to negotiate the financial planning and consulting fees.



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

### Methods of Analysis & Investment Strategies:

We work with you to devise an investment strategy to meet your financial objectives. This includes:

- discussion regarding your objectives
- review of existing holdings
- ongoing analysis of funds
- advice on best direction for new investments
- updates of specific changes within the market or to particular funds
- regular monitoring of recommended investments and yearly review

The flexibility of our strategies gives us the ability to best manage investment risks in any investment market.

We generally employ a fundamental and technical analysis which involves evaluating economic factors including interest rates, the current state of the economy, or the future growth of an industry sector. In addition to our own research, the firm's recommendations may also be drawn from research sources that include financial publications, inspections of corporate activities, materials from outside sources, consultation with other financial professionals, annual reports, prospectuses and other regulatory filings.

We make asset allocation and investment policy decisions based on the above-noted elements and any other reasonable requirements you may prescribe. We will discuss with you how, in our best judgment, to meet your objectives while at the same time seeking a prudent level of risk exposure.

The advice offered by our Firm to clients is determined by the areas of expertise of the agent providing the service and the client's stated objective. You are advised to notify us promptly if there are ever any changes in your financial situation or investment objective or if you wish to impose any reasonable restrictions upon our management services.

**Risk of Loss:** The advice offered by our Firm to clients is determined by the areas of expertise of the advisory agent providing the service and the client's stated objective. Our clients are advised to notify our Firm promptly if there are ever any changes in your financial situation or investment objective or if you wish to impose any reasonable restrictions upon our planning services. If you wish to impose any reasonable restrictions upon our planning services, you will need to advise us in writing of any restrictions.

We do not represent, warrant, or imply that the services or methods of analysis employed by us can or will predict future results. Past performance is not necessarily indicative of future results. Clients should make every effort to understand the risks involved.

### The Principal Risks of Investing include, but are not limited to:

**General Risks:** Investments with us are not a deposit of a bank and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Accordingly, you may lose money by investing with us. When investments are sold, they may be worth less than initial amount paid because the value of investments will fluctuate reflecting day-to-day changes in market conditions, interest rates and a number of other factors.

**Allocation Risk:** Allocation of investments among different asset classes, such as equity or fixed-income assets classes, may have a more significant effect on returns when one of these classes is performing more poorly than others.

**Market Risk:** Stock and bond markets often trade in random price patterns, and prices can fall over sustained periods of time. The value of the investments will fluctuate as the financial markets fluctuate.

This could result in your account value(s) declining over short or long term periods of time.

**Focused and Concentrated Portfolio Risks:** Investing your assets in a smaller number of securities than other broadly diversified investment strategies. This approach is often referred to as “focused, concentrated, or non-diversified”. Accordingly, the money managed may have more volatility and is often considered to have more risk than a strategy that invests in a greater number of securities because changes in the value of a single security may have a more significant effect, either negative or positive, on your overall portfolio value. To the extent we invest assets in fewer securities, or investing in non-diversified funds that take a focused or concentrated approach, these assets are subject to greater risk of loss if any of those securities become permanently impaired. You may place a restriction on this type of portfolio construction at anytime during your relationship with us.

**Equity Risk:** Investments will be subjected to the risk that stock prices may fall over short or extended periods of time. Historically, the equity markets have moved in cycles, and the value of equity securities in any portfolio may fluctuate drastically from day to day. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments. The prices of securities issued by such companies may suffer a decline in response. These factors will contribute to the volatility and risk of your assets.

**Special Situation Risk:** Investing your assets in special situations. Investments that may involve greater risks when compared to other strategies due to a variety of factors.

Expected changes may not occur, or transactions may take longer than originally anticipated, resulting in lower returns than contemplated at the time of investment. Additionally, failure to anticipate changes in the circumstances affecting these types of investments may result in permanent loss of capital, where you may be unable to recoup some or all of its investment.

**Foreign Securities Risk:** A percentage of your assets may be composed of foreign investments. Foreign investments involve greater risk in comparison to domestic investments because foreign companies/securities: may have different auditing, accounting, and financial reporting standards; may not be subject to the same degree of regulation as U.S. companies, and may have less publicly available information than U.S. companies; and are often denominated in a currency other than the U.S. dollar. As with any type of security you may place limits on the % of foreign assets you wish to hold or may restrict this asset class altogether, however you must be aware that under investing in these assets may add additional risks to your portfolio.

**Currency Risk:** Investments may be subject to currency risk. Currency fluctuations and changes in the exchange rates between foreign currencies and the U.S. dollar could negatively affect the value of your investments in foreign securities.

**Interest Rate Risk:** Investments are subject to interest rate risk. Interest rate risk is the risk that the value of a security will decline because of a change in general interest rates. Investments subject to interest rate risk will usually decrease in value when interest rates rise. For example, fixed-income securities with long maturities typically experience a more pronounced change in value when interest rates change, specifically when rates rise losses are greater.

**Credit Risk:** Your investments are subject to credit risk. An investments credit quality depends on its ability to pay interest on and repay its debt and other obligations.

**Small- to Medium-Capitalization Risk:** Investing assets in small to medium sized companies. Shares of small to medium sized companies may have more volatile share prices. Furthermore, the securities of small to medium companies often have less market liquidity and their share prices can react with more volatility to changes in the general marketplace.

**Junk Bond/High-Yield Security Risk:** Investing assets in Junk Bonds or High-Yield, lower rated securities. Investments in fixed-income securities that are rated below Investment grade can be subject to greater risk of loss of principal and interest than investments in higher-rated fixed-income securities. The market for

high yield securities may be less liquid than the market for higher-rated securities. High yield securities are also generally considered to be subject to greater market risk than higher-rated securities. The capacity of issuers of high yield securities to pay interest and repay principal is more likely to weaken than is that of issuers of higher-rated securities in times of deteriorating economic conditions or rising interest rates.

**Prepayment Risk:** Investments may be subject to prepayment risk. Prepayment risk occurs when the issuer of a security can repay principal prior to the security's maturity. Securities subject to prepayment can offer less potential for gains during a declining interest rate environment and similar or greater potential for loss in a rising interest rate environment. In addition, the potential impact of prepayment features on the price of a security can be difficult to predict and result in greater volatility.

**Inflation Risk:** This is the risk that the value of assets or income will be worth less in the future because inflation decreases the value of your money. As inflation increases, the value (purchasing power) of your assets can decline. This risk increases as we invest a greater portion of your assets in fixed-income securities with longer maturities.

**Liquidity Risk:** Liquidity risk exists when particular investments have light trading volume and can be difficult to trade, possibly preventing us from selling out of these illiquid securities at an advantageous price.

## Item 9 Disciplinary Information

Registered Investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or the integrity of our management.

Our Firm does not have any material facts about legal or disciplinary events that are material to your evaluation of the integrity of our firm or its financial planners to disclose. Your confidence and trust placed in our Firm and its financial planners is something we value and endeavor to protect.

## Item 10 Other Financial Industry Activities and Affiliations

We are not currently engaged in any business activities other than giving financial and investment advice.

We have no material arrangements or affiliations with any investment company, financial planning firm, banking institution, thrift institution, accounting firm, law firm, insurance agency, pension consultant, real estate broker, or any other organization or entity that has not been disclosed in this brochure.

### **Broker/Dealer Affiliation:**

Our owners, officers, partners, directors, employees, advisory agents or persons holding similar status of our firm are also registered with Kercheville & Company, Inc., member FINRA/SIPC, an affiliated broker/dealer. In this capacity, our advisory agents will receive normal and customary commissions for their activities as registered representatives of Kercheville & Company, Inc. Custody of your accounts for both securities and funds will be maintained at Pershing Advisor Solutions, LLC, advisor of Pershing, LLC, member FINRA/SIPC or other qualified custodian of your choice. Neither our Firm nor its advisory agents are affiliates of Pershing, LLC. It is not the practice of Kercheville Advisors LLC to sell products or services to its clients through its affiliate Kercheville & Company, Inc.

### **Insurance Company Affiliation:**

Advisory Agents of the Firm are also licensed insurance agents for AKEA Insurance, an affiliated insurance company. If you elect to implement the plan or buy insurance through the Firm's advisory agents, they may receive a commission from insurance sales, which includes life, accident, disability and fixed annuities. This presents a conflict of interest to the extent that the advisory agent recommends the purchase of an insurance product to you which results in a commission being paid to the advisory agent as

an insurance agent. We will seek out the products of any company, agency or brokerage that may have products fitting your needs. You are under no obligation to purchase insurance products through our affiliated company.

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

### **Code of Ethics:**

We have adopted a Code of Ethics Policy to prohibit conflicts of interest from personal trading by our advisory personnel and have established standards of conduct expected of our advisory personnel. We have set forth in the Code of Ethics Policy statements of general principles, required course of conduct, reporting obligations, and review and enforcement of the Code of Ethics Policy. We will provide a copy of the Code of Ethics Policy to our clients or prospective client's upon written request.

### **Participation or Interest in Client Transactions / Personal Trading:**

Advisory agents of the Firm will buy or sell for themselves securities that they may also recommend to you. These investment products will be bought and sold on the same basis as you. In all instances, the positions would be so small they would have no impact on the pricing or performance of the security. We will do everything possible to mitigate these conflicts and put the interest of our clients first. Records of all advisory agent's proprietary trading activities are reviewed and kept by us. We and our advisory agents will act in a fiduciary manner, understand the prohibitions against the use of any insider information and will always act in your best interest. We have established policies and procedures on compliance with insider trading that are distributed to all associated persons and employees of our Firm. The procedures include provisions for defining "insider" material, monitoring associated persons and employee securities accounts, restricting access to affiliates sensitive material and restrictions on trading.

## **Item 12 Brokerage Practices**

### **Brokerage Selection:**

Our firm may be granted sole discretionary authority over your account(s) to determine the securities to be bought or sold, their amounts, and the broker to be used, without specific consultation with you as deemed to be in your best interest and to achieve your stated investment objectives.

We utilize Pershing Advisor Solutions, LLC, advisor of Pershing, LLC, member FINRA/SIPC, as the broker-dealer for the execution of securities transactions and the qualified custodian and clearing firm of your accounts. Custody of your accounts for both securities and funds will be maintained at a qualified custodian and clearing firm.

Factors considered by us and our sub-advisors in selecting brokers are: (i) execution capabilities, (ii) commission rates, (iii) responsiveness and financial responsibility, and (iv) other services which will help us or our sub-advisors to provide investment supervisory services to our clients.

We understand and acknowledge that at all times we owe a fiduciary duty to you to obtain best execution for your transactions. We believe that the relationship of these various broker-dealers with us or our sub-advisors helps to execute securities transactions for you in such a manner that your total cost in each transaction is as favorable as possible under prevailing market conditions. However, accounts with a full service broker/dealer, may not obtain best execution at all times. The commissions and/or transactional fees charged by these broker-dealers to you may be higher or lower than those charged by another broker-dealer. You are under no obligation to utilize the broker-dealers that we may recommend or suggest for your account.

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

Neither our Firm nor our Advisory Agents receive client referrals from a broker dealer or other third party when recommending to you a broker-dealer for the execution of securities transactions.

**Directed Brokerage:**

If you want to direct us to use a particular broker dealer to handle security transactions then you are responsible for the custodian fee arrangement. You should understand that this might prevent us from effectively negotiating brokerage compensation or obtaining the most favorable net price and execution. When directing brokerage business, you should consider whether the commission expenses, execution, clearance and settlement capabilities that you will obtain through another broker dealer are adequately favorable in comparison to those that our Firm would otherwise obtain for you. You may also elect a custodian (bank or broker) from a range of choices that we have. We encourage you to discuss available alternatives with our advisory agents.

**Research and other Soft Dollar Benefits:**

Trades may be done with brokers who are selected on the basis of research products or services. These may be used for the benefit of all clients and are not necessarily used exclusively by the account for which the transaction was made. The types of products and services include may include software and technology which provide access to Client account data; trade confirmations and account statements; facilitate trade execution and asset allocation of multiple Client accounts; provide research, pricing and general market data; assist in the payment of the our fee from the Client account; and assist with other back-office functions. Brokerage firms may also provide publications, consulting, information technology, practice management conferences and marketing and regulatory compliance. You are not charged for these services and the information received may be used to benefit all clients of our Firm.

**Trade Aggregation:**

Our firm provides investment management services to various clients. Our firm may, in our sole discretion, aggregate purchases or sales of any security, instrument or obligation effected for various client accounts with purchases or sales, as the case may be, of the same security, instrument or obligation effected on the same day for the accounts of one or more of our other clients. Although such concurrent aggregations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they will be effected only when we believe that to do so will be in the best interest of the affected accounts. When transactions are so aggregated, (a) the actual prices applicable to the aggregated transaction will be averaged, and each client account participating in the aggregated transaction will be deemed to have purchased or sold its share of the security, instrument or obligation involved at that average price and (b) all transaction costs incurred in effecting the aggregated transaction, except to the extent that certain broker-dealers that also furnish custody services may impose minimum transaction charges applicable to some of the participating accounts. When such concurrent aggregation occurs, the objective will be to allocate executions in a manner that is deemed equitable to the accounts involved.

**Item 13 Review of Accounts**

Account reviews will be provided on a semi-annual basis or by request by the client. Reviews may be warranted more frequently due to tax law changes, market changes, market conditions or changes in personal circumstances. Reviews initiated by you may be for personal objectives or for any reason you so desire. The accounts are reviewed for including, but not limited to, continued suitability, comfort level, risk tolerance relative to returns, and appropriateness. The reviews will be conducted by Jeffrey S. Dabbs, Chief Compliance Officer, Brad Dobson, Compliance Officer, and Joe B. Kercheville, President.

Statements, confirmations and/or performance reports are furnished monthly or quarterly from various financial services institutions/firms with which you transact business. These firms may include, and are not limited to, brokerages, investment companies, insurance companies, trust companies, other registered investment advisors, banks and credit unions. You will receive account statements from these entities and not our Firm. The monthly account statements from the custodian indicate activity, previous portfolio balances, current portfolio balances, and account summary. We will also provide you a monthly statement of assets under management. Clients are urged to compare all account statements and other reports provided by us and outside custodians.

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

### **Client Referrals:**

We do not compensate any person or entity for referring business to us. We may provide referrals to various professionals, such as an attorney or insurance agent. We do not have an agreement with these professionals for these informal referrals and we do not receive any compensation from these professionals when our clients engage a recommended service provider. All compensation paid to our firm is paid directly by our clients through our advisory services fees.

### **Other Compensation:**

We do not receive an economic benefit from a non-client for providing investment advice or advisory services to you.

We try at all times to put the interest of you first as part of our fiduciary duty.

## **Item 15 Custody**

Under government regulations, we are deemed to have custody of your assets since you may authorize us to instruct your custodian to deduct our advisory fees directly from your account. We do not maintain physical custody of your accounts nor are we authorized to hold or receive any stock, bond or other security or investment certificate or cash that is part of your account. Your funds and securities will be physically maintained with a "qualified custodian" as required under Rule 206(4)-2 under the Investment Adviser Act. Your accounts for both securities and funds will be maintained at a designated custodian and clearing firm.

Account statements are sent directly to clients from their respective custodian. Clients should carefully review those statements and compare them to any reports or statements provided by us.

## **Item 16 Investment Discretion**

You may have granted us sole and absolute discretion in the management of your portfolio and periodic re-balancing to the asset class target percentages as outlined in your Advisory Agreement except with respect to payment of the Firm's Fees. In the exercise of this authority, we are fully authorized and empowered to place orders to brokers, dealers, mutual funds, or other persons with respect to the purchase, sale, exchange, disposition or liquidation of any assets held in your portfolio.

When selecting securities and determining amounts, we observe the investment policies, limitations and restrictions of the clients for which we advise. Investment guidelines and restrictions must be provided to us in writing.

## **Item 17 Voting Client Securities**

We do not vote the client's proxies. Clients retain the responsibility for receiving and voting proxies, and providing direction on corporate actions for any and all securities maintained in client portfolios. You can contact our office at 210-694-5000 for any questions about this or any other matter.

## **Item 18 Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding. We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.

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

Not applicable.