



Alera Investment Advisors, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: November 15, 2019

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Alera Investment Advisors, LLC (“AIA” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (847) 457-3088.

AIA is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through AIA to assist you in determining whether to retain AIA.

Additional information about AIA and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287906.

Item 2 – Material Changes

AIA believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. AIA encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- Adam Leber has been appointed as Chief Compliance Officer.
- AIA may refer clients to other investment advisors where AIA is compensated for the referral. Please see Item 14.
- AIA no longer recommends the Automated Managed Platform through Fidelity.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of AIA.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD #287906. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (847) 457-3088.

Alera Investment Advisors, LLC

Three Parkway North, Suite 500, Deerfield, IL 60015-2567
Phone: (847) 457-3000 | (847) 457-3100
<http://AleraInvestmentAdvisors.com>

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Item 4 – Advisory Services

A. Firm Information

Alera Investment Advisors, LLC (“AIA” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a limited liability company (“LLC”) under the laws of the State of Delaware. AIA was founded in April 2017 and is wholly-owned by Alera Group, Inc. Richard Levitz is the Principal officer and control person of AIA.

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by AIA. For questions relating to this Disclosure Brochure, please contact Adam R. Leber at (847) 457-3154 or adam.leber@gcgfinancial.com.

B. Advisory Services Offered

AIA offers investment advisory services to high net worth individuals, families, trusts, estates, businesses, institutions and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

AIA provides comprehensive investment management, planning and consulting services tailored to the individual needs of each Client.

Investment Advisory Services

AIA provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. AIA works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an appropriate investment strategy. AIA will then construct a portfolio strategy that may include the use of AIA’s internal investment management, unaffiliated money managers or investment platforms and/or an automated managed platform. AIA may also recommend that certain Clients implement investments or insurance separately through our Advisory Persons. Please see Item 5.E below.

Internal Investment Management - AIA customizes its investment management services for its Clients. Portfolios are primarily constructed using mutual funds, exchange-traded funds (“ETFs”), individual stocks and fixed income securities. AIA may also utilize other types of investments, as appropriate, to meet the needs of each particular Client. AIA may retain certain legacy securities due to portfolio fit and tax considerations.

AIA evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. AIA’s investment strategy is primarily long-term focused; however, AIA may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. If it is consistent with the Client’s goals, AIA may also engage in an investment strategy that utilizes frequent trading in securities, please see Item 8 for more information. AIA will construct, implement and monitor the Client’s portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by AIA.

AIA, in its discretion, may redistribute investment allocations to diversify the portfolio. AIA may recommend specific positions to increase sector or asset class weightings. AIA may recommend employing cash positions as a possible hedge against market movement. AIA may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

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At no time will AIA accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the investment advisory agreement. Please see Item 12 – Brokerage Practices.

Use of Independent Managers - AIA may recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively "Independent Managers"). Independent Managers may be sourced directly or accessed through an investment management platform or directly engaged by AIA. The Client will be required to enter into a separate agreement with the Independent Manager[s]. Please see Item 10 – Other Financial Industry Activities and Affiliations for additional information.

AIA serves as the Client's primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. AIA will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. AIA will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these unaffiliated parties. The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties. AIA does not receive any compensation from these Independent Managers, other than its investment advisory fee, as described in Item 5 below.

Financial Planning and Consulting Services

AIA will typically provide a variety of financial planning services to Clients as part of the investment advisory engagement or as a separate engagement pursuant to a financial planning and consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, estate planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. AIA may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, AIA will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, AIA may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of AIA, AIA's Advisory Persons and the interests of the Client. Clients are not obligated to implement any recommendations made by AIA or any of its Advisory Persons or to maintain an ongoing relationship with AIA. If the Client elects to act on any of the recommendations made by AIA or any of its Advisory Persons, the Client is under no obligation to implement the transaction through AIA.

Through the authorization provided in the financial planning agreement, AIA may periodically recommend that Clients utilize the financial planning services of an unaffiliated investment advisor. Clients will not pay an additional financial planning fee for services outsourced to an unaffiliated investment advisor.

Retirement Plan Advisory Services

AIA provides advisory services to retirement plans (each a "Plan") pursuant to The Employee Retirement Income Security Act of 1974 ("ERISA"). Services include both fiduciary and non-fiduciary services to the sponsor of the Plan (the "Plan Sponsor") and the participants of the Plan (the "Plan Participants"). Services may be provided on

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a non-discretionary basis (ERISA 3(21) Fiduciary Services) or on a discretionary basis (ERISA 3(38) Services). Advisory services are negotiated based on the needs of the Plan and the direction and engagement by the Plan Sponsor and are included in the terms of a retirement plan advisory agreement.

AIA typically provides the following Plan Fiduciary Services pursuant to the scope and terms of AIA's agreement with each Plan Sponsor:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Searches
- Investment Review, Analysis and Monitoring
- Performance Reporting
- ERISA 404(c) Assistance
- Qualified Default Investment Alternative Designation
- Discretionary Advisory Services (ERISA 3(38) Fiduciary Services)

AIA may also provide communication and education services to the Plan and the Plan Participants, pursuant to the terms of the retirement plan advisory agreement. Services may include:

- Assist with Plan Participant enrollment
- Plan Participant Investment Education
- Periodic on-site visits with Plan Sponsor for account updates and reviews
- Periodic Plan Participant Education Advice (may require separate engagement y the Plan Participant)

C. Client Account Management

Prior to engaging AIA to provide investment advisory services, each Client is required to enter into one or more advisory agreements with AIA that define the terms, conditions, authority and responsibilities of AIA and the Client. These services may include:

- Establishing an Investment Strategy – AIA, in connection with the Client, will develop a strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – AIA will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – AIA will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – AIA will provide investment management and ongoing oversight of the Client's portfolio.
- Financial Planning and Consulting – For Clients engaging for investment advisory services, AIA provides ongoing financial planning and related services regarding the Client's overall financial situation.

D. Wrap Fee Programs

AIA includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". AIA customizes its investment advisory services for its Clients. AIA sponsors the AIA Wrap Fee Program solely as a supplemental disclosure regarding the combination of these fees. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of December 31, 2018, AIA manages \$628,881,112 in Client assets, \$592,267,294 of which are on a discretionary basis and \$36,613,818 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

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Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by AIA. Each Client shall enter into one or more agreements that detail the responsibilities of AIA and the Client.

A. Fees for Advisory Services

Investment Advisory Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. Investment advisory fees range typically from 0.25% to 1.50% annually depending on the level of assets to be managed, the investment strategy[ies] to be employed, the investment programs utilized and/or the complexity of services to be provided.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of AIA. Certain Clients may have a fixed annual fee, fixed rate fee or a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with AIA. Fees are typically offered through a tiered schedule where the annual rate is reduced as the Client cross asset thresholds. All securities held in accounts managed by AIA will be independently valued by the Custodian. AIA will not have the authority or responsibility to value portfolio securities.

Use of Independent Managers – For Client with account[s] implemented through an Independent Manager, the Client's overall fee will sometimes include AIA's investment advisory fee (as noted above) plus the advisory fee and/or platform fee charged by the Independent Manager[s], as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s]. In such instances, AIA will not charge its fee separately on those assets.

Financial Planning and Consulting Services

Financial planning and consulting services may be included as part of an overall investment advisory engagement or provided as a stand-alone engagement. For separate engagements, financial planning and consulting services are offered on an hourly basis at a rate of up to \$350 per hour or as a fixed engagement fee. Fees are based on several factors, including the experience of the person performing the services, the complexity the Client's situation and/or duration the services to be provided. An estimate for total hours and/or costs will be provided to the Client prior to engaging for financial planning or consulting services.

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Fees are generally based on the market value of assets in the Plan at the end of the prior quarter and charged at an annual rate of up to 1.00%. Fees may also be billed at a fixed annual rate.

B. Fee Billing

Investment Advisory Services

Investment advisory fees will be calculated by AIA or its delegate and deducted from the Client's account[s] at the Custodian. AIA or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with AIA at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by AIA directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Use of Independent Managers – Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. Independent Manager[s] may add AIA's

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investment advisory fee and deduct the overall fee from the Client's account[s] or AIA's fee may be billed separately by AIA.

Financial Planning and Consulting Services

For project-based engagements, financial planning and consulting fees are invoiced upon completion of the engagement deliverable[s] and are due upon receipt of the Advisor's invoice.

Retirement Plan Advisory Services

Fees may be directly invoiced to the Plan Sponsor or deducted from the account of each Plan Participant, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. AIA typically includes securities transactions costs as part of its overall wealth management fee through the AIA Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. The AIA Wrap Fee Program includes the securities transaction fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to AIA for investment advisory services or part of the AIA Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade-away fees, account closure fees and other fees. AIA does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by AIA to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Advisory Services

AIA is compensated for its investment advisory services in advance of the quarter in which services are rendered. Either party may request to terminate the investment advisory agreement with AIA, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, AIA will promptly refund any unearned, prepaid fees to the Client. The Client's investment advisory agreement with AIA is non-transferable without the Client's prior consent.

Use of Independent Managers – In the event that a Client should wish to terminate its relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. AIA will assist the Client with the termination and transition as appropriate.

Financial Planning and Consulting Services

AIA may be partially compensated for its financial planning and consulting services upon execution of the engagement agreement. Either party may terminate the financial planning or consulting agreement, at any time, by providing written notice to the other party. The Client may also terminate the financial planning or consulting agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for fees based on the nature of the engagement and the services rendered by AIA. For hourly engagements, the Client shall be responsible for fees based on the hours of service performed by AIA and its Advisory Persons. For project-based engagements on a fixed fee, the retained fee shall be based on the percentage of the engagement deliverable[s]

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completed at the time of termination The Client's financial planning agreement with AIA is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

AIA is typically compensated for its retirement plan advisory services in advance of the quarter in which services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, AIA will promptly refund any unearned, prepaid fees to the Client. The Client's investment advisory agreement with AIA is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

AIA does not buy or sell securities to generate securities commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. However, Advisory Persons of AIA may also be registered representatives of Triad Advisors, Inc. ("Triad") and may receive commissions as detailed herein.

In one's separate capacity as registered representative, an Advisory Person may implement securities transactions on a commission basis through Triad. In such instances, an Advisory Person 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 an Advisory Person in their capacity as a registered representative is separate and in addition to AIA's advisory fees. This practice presents a conflict of interest as an Advisory Person may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on Client needs. To mitigate this conflict, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Further, AIA will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Advisory Persons may also be licensed insurance professionals under GCG Financial LLC ("GCG Financial"), an affiliated insurance company. Advisory persons, in one's individual capacity as an insurance agent of GCG Financial, an Advisory Person may earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by an Advisory Person is separate and in addition to AIA's advisory fees. This practice presents a conflict of interest as the Advisory Person and certain members of AIA's management may have an incentive to recommend insurance products for the purpose of generating commissions and revenue rather than solely based on Client needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through Advisory Persons of AIA in their capacity as insurance agents through GCG Financial. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

AIA does not charge performance-based fees for its investment advisory services. The fees charged by AIA are as described in Item 5 above. AIA does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

AIA offers investment advisory services to high net worth individuals, families, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. AIA does not impose a minimum size for establishing a relationship, but does tailor its services to high net worth Clients.

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

A. Methods of Analysis

AIA primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from AIA are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps AIA in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. AIA monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on AIA's review process are included below in Item 13 – Review of Accounts.

Portfolios are primarily constructed using mutual funds, exchange-traded funds ("ETFs"), and separately managed accounts. AIA evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. This process includes quantitative factors and qualitative analysis including return and risk metrics, management tenure, strategy and philosophy, and expenses. The data sources for analysis will include the management companies, subscription services and information available on the internet.

As noted above, AIA generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. AIA will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, AIA may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. AIA will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. AIA and its Advisory Persons shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform AIA of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. AIA will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategy:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading

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risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with AIA and/or their Advisory Person[s].

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events to disclose involving AIA. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287906.

Item 10 – Other Financial Industry Activities and Affiliations

Neither AIA nor its Supervised Persons has any registrations or affiliations with a futures commission merchant, commodity pool operator, or commodity-trading advisor.

Broker-Dealer Affiliation

As noted in Item 5.E., certain Advisory Persons of AIA are also registered representatives of Triad. In one's separate capacity as a registered representative, an Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither AIA nor an Advisory Person will earn ongoing investment advisory fees in connection with any products or services implemented in one's separate capacity as a registered representative.

Insurance Agency Affiliation

As noted in Item 5.E, certain Advisory persons are also licensed insurance professionals under GCG Financial. An Advisory Person may also recommend the implementation of insurance through one or more affiliated entities, under common control with the Advisor. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with AIA. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Additionally, certain members of AIA's management also receive revenue directly from GCG Financial and affiliated entities. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by AIA or any of its Advisory Persons.

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

A. Code of Ethics

AIA has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with AIA (herein our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. AIA and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of AIA Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles

Alera Investment Advisors, LLC

Three Parkway North, Suite 500, Deerfield, IL 60015-2567

Phone: (847) 457-3000 | (847) 457-3100

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that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (847) 457-3154 or adam.leber@gcgfinancial.com.

B. Personal Trading with Material Interest

AIA allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. AIA does not act as principal in any transactions. In addition, AIA does not act as the general partner of a hedge fund or serve as the advisor an investment company (i.e. a mutual fund). AIA does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

AIA allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of AIA may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by AIA requiring reporting of personal securities trades by its employees for review by the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While AIA allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will AIA transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

AIA does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize AIA to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, AIA does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where AIA does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by AIA and will not incur any extra fee or cost associated with using a Custodian not recommended by AIA. As its Advisory Persons are also registered representatives of Triad, AIA and its Advisory Persons are limited in the custodian[s] in which they can recommend to Clients. The Custodian must be approved by Triad and Triad will have access to information regarding holdings and trades placed within Client accounts. Typically, AIA will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, and related entities of Fidelity Investments, Inc. (collectively "Fidelity"), where AIA maintains an institutional relationship. AIA receives certain economic benefits from Fidelity as detailed in Item 14 below.

Following are additional details regarding the brokerage practices of AIA:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **AIA does not participate in soft dollar programs sponsored or offered by any broker-dealer-custodian. However, AIA does receive certain economic benefits from Fidelity as detailed in Item 14 below.**

Alera Investment Advisors, LLC

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Phone: (847) 457-3000 | (847) 457-3100

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2. Brokerage Referrals - AIA does not receive any compensation from any third party in connection with the recommendation for establishing an account. AIA does receive benefits from Fidelity for the overall size of its relationship. Please see Item 14 below.

3. Directed Brokerage - All Clients are serviced on a “directed brokerage basis”, where AIA will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s], unless instructed otherwise by the Client. AIA will not engage in any principal transactions (i.e., trade of any security from or to AIA’s own account) or agency cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). AIA will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. AIA will execute its transactions through the Custodian as designated by the Client, unless otherwise instructed by the Client. AIA may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of AIA and periodically by its CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account[s]. The Client is encouraged to notify AIA if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These statements are sent directly from the Custodian to the Client and may be delivered electronically or by physical mail. The Client may also establish electronic access to the Custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. AIA may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by AIA

Participation in Institutional Advisor Platform

AIA has established institutional relationship with Fidelity to assist AIA and its Advisory Persons in managing Client account[s]. AIA receives access to software and related support as part of its relationship with Fidelity. The software and related systems support may benefit AIA, but not its Clients directly. In fulfilling its duties to its Clients, AIA endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits

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Phone: (847) 457-3000 | (847) 457-3100

<http://AleraInvestmentAdvisors.com>

may influence AIA's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, AIA has received financial support from Fidelity to assist AIA in the launch of its advisory firm to assist with start-up, technology and related expenses. The following benefits are also received from Fidelity: reimbursement to Clients for transfer costs to the platform/custodian; financing services; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Referrals to Other Investment Advisors

AIA may refer clients to other investment advisors. In such arrangements, AIA has a potential conflict of interest in that AIA will receive a portion of the other investment advisor's fee collected from the client for the referral of the client and the ongoing relationship management support provided by AIA. AIA will provide each solicited client with a solicitor disclosure and the other investment advisor's Form ADV Part 2A Disclosure Brochure. Clients are under no obligation to engage the services of other investment advisors.

Transition Assistance

GCG Financial, an affiliated entity through common control, and the entity under which certain Advisory Persons conduct commissionable brokerage transactions, is in receipt of a forgivable loan in the amount of \$750,000, which is intended to cover various expenses involved in transitioning broker-dealer business to Triad.

The forgiveness of the loan is not tied to any amount of securities transactions made by an Advisory Person who is a registered representative of Triad, but does require certain Advisory Persons to maintain their broker-dealer registration with Triad. The receipt of such benefits by GCG Financial creates a conflict of interest whereby certain Advisory Persons have a financial incentive to place securities products through Triad as a broker-dealer for brokerage accounts. Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Additionally, AIA encourages Clients to discuss any such conflicts of interest with Advisory Persons before making a decision to implement transactions through Triad.

B. Client Referrals from Solicitors

If a Client is introduced to AIA by an unaffiliated solicitor (herein a "Solicitor"), AIA may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 (the "Advisers Act") as well as any applicable state securities regulations. Referral fees are paid solely from AIA's investment advisory fee or planing fee. Payments to a Solicitor will not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of AIA's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

Item 15 – Custody

AIA does not accept or maintain custody of any Client accounts, except for the authorized deduction of AIA's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct AIA to utilize the Custodian for the Client's security transactions. AIA encourages Clients to review statements provided by the Custodian. For more information about Custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Alera Investment Advisors, LLC

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Phone: (847) 457-3000 | (847) 457-3100

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AIA generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by AIA. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by AIA will be in accordance with each Client's investment objectives and goals. The Client is reminded to inform AIA of any changes to its financial situation, investment objectives, guidelines or limitations.

Item 17 – Voting Client Securities

AIA does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. If the Client directs proxy materials to the AIA's attention, this does not result in the Advisor assuming responsibility for the voting of proxies. AIA will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither AIA, nor its management have any adverse financial situations that would reasonably impair the ability of AIA to meet all obligations to its Clients. AIA has not been subject to a bankruptcy or financial compromise. AIA is not required to deliver a balance sheet along with this Disclosure Brochure as AIA does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

Alera Investment Advisors, LLC

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Phone: (847) 457-3000 | (847) 457-3100

<http://AleraInvestmentAdvisors.com>



Form ADV Part 2A - Appendix 1 Wrap Fee Program Brochure

Effective: November 15, 2019

This Form ADV 2A – Appendix 1 (“Wrap Fee Program Brochure”) provides information about the business practices and fees for Alera Investment Advisors, LLC (“AIA” or the “Advisor”) when Client transaction costs are included with investment advisory fees as a single bundled fee. AIA sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the AIA Disclosure Brochure, which provides complete details on the business practices of AIA. If you did not receive the complete AIA Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the AIA Disclosure Brochure, please contact us at (847) 457-3154 or adam.leber@gcgfinancial.com.

AIA is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about AIA to assist you in determining whether to retain AIA.

Additional information about AIA and its s are available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287906.

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Item 2 – Material Changes

Form ADV 2 Appendix 1 (the “Wrap Fee Program Brochure”) provides supplemental information regarding the bundled fee structure offered by AIA. This Wrap Fee Program Brochure discusses the fee billing practices of the AIA as a supplement to the Disclosure Brochure.

Material Changes

The following material changes have been made to this Wrap Fee Program Brochure since the last filing and distribution to Clients.

- Adam Leber has been appointed as Chief Compliance Officer.
- AIA may refer clients to other investment advisors where AIA is compensated for the referral. Please see Item 9.

Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of AIA.

At any time, you may view the current Wrap Fee Program Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287906. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (847) 457-3154 or adam.leber@gcgfinancial.com.

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Item 4 – Services Fees and Compensation

Services

Alera Investment Advisors, LLC (“AIA” or the “Advisor”) provides customized investment management and related advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the AIA Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting AIA as your investment advisor.

As part of the investment advisory fee noted in Item 5 – Fees and Compensation of the Disclosure Brochure, AIA includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the AIA Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on AIA’s investment philosophy and related services.**

Program Costs

Advisory services provided by AIA are offered in a wrap fee structure whereby normal securities transaction costs are typically included in the overall investment advisory fee paid to AIA. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as AIA may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

Fees

Investment Advisory Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.25% to 1.50% annually depending on the level of assets to be managed, the investment strategy to be employed and/or the complexity of services to be provided.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of AIA. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client’s fees will take into consideration the aggregate assets under management with AIA. All securities held in accounts managed by AIA will be independently valued by the Custodian. AIA will not have the authority or responsibility to value portfolio securities.

Investment advisory fees are calculated by AIA or its delegate and deducted from the Client’s account[s] at the Custodian. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with AIA at the respective quarter-end date. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting AIA to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian. **As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by AIA. Securities transaction fees for Client-directed trades may be charged back to the Client.**

In addition, all fees paid to AIA for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable.

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These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade-away fees, account closure fees and other fees. AIA does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by AIA to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses of the Disclosure Brochure.

Compensation

AIA is the sponsor and portfolio manager of this Wrap Fee Program. AIA receives investment advisory fee paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

AIA offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. AIA generally does not impose a minimum size for establishing a relationship. However, certain investments and strategies may require certain minimums for effective implementation. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

AIA serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 – Advisory Services of the Disclosure Brochure.

Related Persons

AIA's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. AIA does not act as portfolio manager for any third-party wrap fee programs.

Supervised Persons

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the Disclosure Brochure for details on the services provided by AIA and the Brochure Supplement for the background of the Supervised Persons of AIA.

Performance-Based Fees

AIA does not charge performance-based fees for its investment advisory services. The fees charged by AIA are as described in Item 5 – Fees and Compensation of the Disclosure Brochure and are not based upon the capital appreciation of the funds or securities held by any Client.

AIA does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Methods of Analysis

Please see Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss of the Disclosure Brochure for details on the research and analysis methods employed by AIA.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. AIA will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client

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participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. AIA and its Advisory Persons shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform AIA of any changes in financial condition, goals or other factors that may affect this analysis.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the AIA. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

AIA does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. If the Client directs proxy materials to the AIA's attention, this does not result in the Advisor assuming responsibility for the voting of proxies. AIA will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 7 – Client Information Provided to Portfolio Managers

AIA is the sponsor and sole portfolio manager for the Program. AIA does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the AIA Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

AIA is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at AIA.

Item 9 – Additional Information

Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

AIA values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287906. Please see Item 9 – Disciplinary Information of the Disclosure Brochure as well as Item 3 – Disciplinary Information of each Advisory Person's Brochure Supplement for additional information on how to research the background of AIA and its Advisory Persons.

Other Financial Activities and Affiliations

Please see Items 10 – Other Financial Industry Activities and Affiliations and Item 14 – Other Compensation and Client Referrals of the Disclosure Brochure as well as Item 4 – Other Business Activities and Item 5 – Additional Compensation of each Advisory Person's Brochure Supplement.

Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

AIA has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to AIA's compliance program (our "Supervised Persons"). Complete details on the AIA Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading of the Disclosure Brochure.

Review of Accounts

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Securities in Client accounts are monitored on a regular basis by Advisory Persons of AIA and periodically by its CCO. Please see Item 13 – Review of Accounts of the Disclosure Brochure.

Other Compensation

Participation in Institutional Advisor Platform

Where AIA does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by AIA. As its Advisory Persons are also registered representatives of Triad, AIA and its Advisory Persons are limited in the custodian[s] in which they can recommend to Clients. Typically, AIA will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, and related entities of Fidelity Investments, Inc. (collectively “Fidelity”), where the AIA maintains an institutional relationship.

AIA has established institutional relationship with Fidelity to assist AIA in managing Client account[s]. AIA receives access to software and related support as part of its relationship with Fidelity. The software and related systems support may benefit AIA, but not its Clients directly. In fulfilling its duties to its Clients, AIA endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence AIA's recommendation of the Custodian over one that does not furnish similar software, systems support, or services. Additionally, AIA has received financial support from Fidelity to assist AIA in the launch of its advisory firm to assist with start-up, technology and related expenses. AIA may also receive the following benefits from Fidelity: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; financing services, receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Referrals to Other Investment Advisors

AIA may refer clients to other investment advisors. In such arrangements, AIA has a potential conflict of interest in that AIA will receive a portion of the other investment advisor's fee collected from the client for the referral of the client and the ongoing relationship management support provided by AIA. AIA will provide each solicited client with a solicitor disclosure and the other investment advisor's Form ADV Part 2A Disclosure Brochure. Clients are under no obligation to engage the services of other investment advisors.

Transition Assistance

GCG Financial, an affiliated entity through common control, and the entity under which Advisory Persons conduct commissionable securities transactions, is in receipt of a forgivable loan in the amount of \$750,000, which is intended to cover various miscellaneous expenses involved in transitioning broker-dealer business to Triad.

The forgiveness of the loan is not tied to any amount of securities transactions made by an Advisory Person who are registered representatives of Triad or any other custodian, but does require certain Advisory Persons to maintain their broker-dealer registration with Triad. The receipt of such benefits by GCG Financial creates a conflict of interest whereby certain Advisory Persons have a financial incentive to purchase securities products through Triad as a broker-dealer for brokerage accounts. Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Additionally, AIA encourages Clients to discuss any such conflicts of interest with Advisory Persons before making a decision to implement transactions through Triad.

Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by AIA. The Form ADV 2B - Brochure Supplements for each Advisory Person provide details on outside business activities and the associated compensation, for all Supervised Person[s] with AIA.

Client Referrals from Solicitors

If a Client is introduced to AIA by an unaffiliated solicitor (herein a “Solicitor”), AIA may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 (the “Advisers Act”) as well as any applicable state securities regulations. Referral fees are paid solely from AIA's investment

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Financial Information

Neither AIA, nor its management have any adverse financial situations that would reasonably impair the ability of AIA to meet all obligations to its Clients. AIA has not been subject to a bankruptcy or financial compromise. AIA is not required to deliver a balance sheet along with this Disclosure Brochure as AIA does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

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Three Parkway North, Suite 500, Deerfield, IL 60015-2567

Phone: (847) 457-3000 | (847) 457-3100

<http://AleraInvestmentAdvisors.com>

Privacy Policy

Effective Date: November 15, 2019

Our Commitment to You

Alera Investment Advisors, LLC ("AIA" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. AIA (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

AIA does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. As certain Advisory Persons of Alera are also registered representatives of Triad Advisors, Inc., Triad will have access to your information for supervision purposes, even if you do not have accounts established with Triad.	Yes	No
Marketing Purposes AIA does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where AIA or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients AIA does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (847) 457-3154 or adam.leber@gcgfinancial.com.

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