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March 16, 2015

Form Part 2A  
Brochure

This brochure provides information about the qualifications and business practices of Vantage Investment Partners, LLC. If you have any questions about the contents of this brochure, please contact us at 816-569-1375. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Vantage Investment Partners, LLC is available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The CRD number for Vantage Investment Partners, LLC is 126208.

Vantage Investment Partners is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

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## **ITEM 2 - MATERIAL CHANGES**

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### **Summary of Material Changes**

Set forth below is a summary of material changes in this brochure from our last annual update. Our last annual update was dated March 14, 2014.

Item 10 – Vantage Investment Partners is no longer under common control or affiliated with Old United Life Insurance Co., Old United Casualty Co., and Dennis Life Insurance Co.

If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact our Chief Compliance Officer, John Woolway 816-569-1373 or [jwoolway@vanpartnersllc.com](mailto:jwoolway@vanpartnersllc.com)

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#### **ITEM 4 - ADVISORY BUSINESS**

This Disclosure document is being offered to you in connection with the investment advisory services provided by Vantage Investment Partners, LLC (“Vantage”) to provide you with information about the services we provide and the manner in which those services are made available to you, the client.

We are a fee-based investment management firm located in Kansas City Missouri, specializing in fixed income investment portfolios and income producing portfolios. The firm was established in March 2003. The Principal owners are John Woolway and the Van Tuyl Family 2012 Irrevocable Trust fbo Larry Van Tuyl, dated 12/31/12.

We are committed to helping our clients build, manage, and preserve their wealth, and to provide assistance in helping clients to achieve their stated financial goals. We are dedicated to partnering with you to provide superior investment management service for capital preservation, growth and income generation. As we strive to deliver exceptional portfolio management, we are committed to maintaining the utmost integrity, dedication, confidentiality and attention to detail.

##### **Investment Management and Supervision Services**

We offer discretionary investment management and investment supervisory services for a fee based on a percentage of your assets under management. These services include investment analysis, allocation of investments, quarterly portfolio statements and ongoing monitoring services for the portfolio.

We determine your portfolio composition based on your needs, portfolio restrictions, if any, financial goals and risk tolerances. We will work with you to obtain necessary information regarding your financial condition, investment objectives, liquidity requirements, risk tolerance, time horizons, and any restrictions on investing. This enables us to determine the portfolio best suited for your investment objective and needs.

In performing our services, we shall not be required to verify any information received from you or from other professionals. If you request, we may recommend and/or engage the services of other professionals for implementation purposes. You are under no obligation to engage the services of any such recommended professional.

Once we have determined the types of investments to be included in your portfolio, and allocated them, we will provide ongoing portfolio review and management services. This approach requires us to review your portfolio at least quarterly.

We will rebalance the portfolio, as we deem appropriate, to meet your financial objectives. We will trade these portfolios and rebalance them on a discretionary basis.

Our advisory services are tailored to meet your individual needs. You will have the ability to leave standing instructions with us to refrain from investing in particular industries or invest in limited amounts of securities.

While our advisory services are tailored to you as an individual, when using mutual funds or Exchange Traded Funds (“ETFs”) this multi-fund manager approach makes it difficult for us to ensure that your portfolio will not invest in a particular industry or security. However, we are happy to discuss your preferences regarding socially conscious investment concerns and, we’ll try as much as possible, to accommodate them.

In all cases, you have a direct and beneficial interest in your securities, rather than an undivided interest in a pool of securities. We do have limited authority to direct the Custodian to deduct investment advisory fees, but only with the appropriate authorization from you.

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks exist that may adversely affect an account’s performance. This could result in capital losses in your account.

Prior to engaging us to provide investment advisory services, you are required to enter into a written Agreement with Vantage. A separate custodial agreement may also be required. The Agreement sets forth the terms and conditions of the engagement, and describes the scope of the services provided and the fees for such services.

We believe that client knowledge is our biggest asset. We partner with you through an in-depth, five-phase process to craft a comprehensive wealth management plan.

**Phase One: Planning.** Every successful investment strategy begins with a plan. The goal of our plan for a portfolio is to integrate your resources, commitment and risk parameters into a unified financial blueprint. We meet with you as a team to clearly identify and accommodate individual objectives, guidelines and goals. We place great value on understanding and serving your individual needs as well as building a profitable portfolio.

**Phase Two: Scenario Building.** After we have established a unique plan that is aligned with a client’s objectives, the portfolio manager will develop a written investment guideline. This guideline includes comprehensive, integrated solutions for the preservation of assets, addresses liquidity concerns and encompasses risk management within the framework of your objectives. Additionally, sample portfolios may be presented which include actual bond positions, exchange traded funds, portfolio characteristics and risk profiles and a cash flow statement for your review. These will be examined and revised with you.

Our customized portfolios have the following characteristics:

- Predictable cash flows
- Bonds commensurate with your risk profile

- Low Turnover
- Comprehensive review of all aspects of investment returns including taxes, inflation and investment expenses
- A blend of active and passive portfolio management strategies

Phase Three: Portfolio Execution. Upon agreement of the investment guideline, a formal investment agreement is signed with us. Our portfolio manager will combine trading and execution capabilities with independent research to invest the portfolio in accordance with your previously established guidelines. We strive to maintain a focused objective for our investment strategies and adhere to a disciplined decision-making process.

Phase Four: Portfolio Review and Compliance. We will continually assess the health and direction of your portfolio. We will maintain complete compliance with the portfolio guidelines as we continually monitor and rebalance as the market and your needs change. In an effort to provide superior investment management and ensure your goals are being met, you will be informed of the portfolio's activity on a continued basis.

Phase Five: Periodically, an adviser will meet with you in order to fully evaluate your portfolio, guidelines and objectives. The investment objectives will be re-examined to ensure that long-standing account goals reflect your existing financial situation and future plans. We aim to form an alliance with you to promote investment excellence along with excellent service to you.

### **Equity Portfolio**

We also offer equity investments through Dimensional Fund Advisers (DFA). DFA is a premier investment research and management firm. DFA manages assets exclusively for institutional investors and the clients of registered investment advisors. For this reason, Dimensional is able to reduce transaction costs and improve returns. We may also add income producing investments in your portfolio based on our own research.

You are advised and are expected to understand that our past performance is not a guarantee of future results and that certain market and economic risks exist that may adversely affect an account's performance that could result in capital losses in your account.

### **Financial Planning Services**

Financial advisory services provided by us may include the analysis of your situation and assistance in identifying and implementing appropriate financial planning and investment management techniques to help you meet your specific financial objectives. Such services may include a written financial analysis and specific or general investment and/or planning recommendations.

In preparing your financial plan, we may address any or all of the six areas of financial planning established by the National Endowment for Financial Education and endorsed

by the Certified Financial Planner Board of Standards, depending on your specific needs. These include: financial position, protection planning, investment planning, income tax planning, retirement planning, and estate planning.

Our specific services in preparing your plan may include:

- Determination of appropriate income planning strategies for both pre- and post-retirement timeframes.
- Review of existing and proposed investment asset mixes to help you meet your overall financial objectives. This would include a review of risk/return issues and a suggested plan of action consistent with your risk tolerance and overall financial objectives.
- Calculation of your pre-retirement savings and investing needs.
- Assessment of your overall financial position including net worth, cash flow, and debt.
- Comprehensive analysis of IRA-related issues including rollover, distribution, and inheritance planning options.
- Evaluation of strategies designed to maximize the utilization and protection of your IRA assets.
- Estimates of your federal estate taxes and a suggested plan of action to help meet estate planning objectives.
- Review and determination of your life and disability insurance needs.
- Suggestions for minimizing your federal and state income tax obligations.
- Development of investment strategies consistent with your business ownership succession and transition planning, if applicable.

### **Sub-Advisory Services**

In addition to the separate account services described above, we offer advisory and sub-advisory services to fixed income accounts of other investment advisor's clients. If the investment advisor and client agree to include an allocation of fixed income securities, an investment advisor may retain Vantage as a sub-advisor to their client's account. We may consult with the investment advisor and their client in the preparation of a Fixed Income Investment Policy Guideline allocating certain client assets to a fixed income portfolio.

If the investment advisor and their client agree to allocate assets to a fixed income portfolio, the client must grant investment advisor with discretionary authority to manage such portfolio, and to exercise discretion to retain us as a sub-advisor of such portfolio.

We require discretion from investment advisor to purchase investment grade fixed income securities pursuant to their client's Fixed Income Investment Policy Statement. We will thereafter monitor the client's fixed income portfolio for changes in call provisions, maturities, credit quality and tax-loss harvesting (only for securities purchased by us or for which we are provided cost basis and trade date). We regularly monitor credit ratings of client account holdings as reported by credit rating companies.

## **Consulting**

You may also receive investment advice and consulting based on your individual needs and the expertise and services available from our firm.

## **Wrap Fee Programs**

We do not place Client assets into a wrap fee program.

## **Assets**

As of December 31, 2014, we managed \$1,687,421,867 in client assets on a discretionary basis. We do not manage any assets on a non-discretionary basis.

# **ITEM 5 - FEES AND COMPENSATION**

## **Investment Management Fees and Compensation**

Vantage charges a fee as compensation for providing Investment Management services and consulting services on your account. These services include advisory and consulting services, trade entry, investment supervision, and other account maintenance activities. We do not charge fees for completing transactions within your account. However, the custodian may charge custodial fees, transaction costs, redemption fees, retirement plan and administrative fees or commissions. These fees are independent of our fees and should be disclosed by the custodian. See Additional Fees and Expenses below.

In addition, some mutual fund assets deposited in the account may have been subject to deferred sales charges and 12 (b) (1) fees and other mutual fund annual expenses as described in the fund's prospectus. Furthermore, some existing variable annuities may be subject to trailing service fees, deferred sales charges, and mortality and expense fees. These fees are independent of our fees and should be disclosed by the custodian or contained in each fund's prospectus. You should also note that fees for comparable services vary and lower fees for comparable services may be available from other sources.

The fees for accounts are based on an annual percentage of assets under management and are applied to the account asset value on a pro-rated basis, billed quarterly or monthly in arrears or in advance. The initial fee is calculated with the first trade is made through the last day of the current calendar quarter or month. Thereafter, the fee will be based on the average of the end of the month assets for each month in the quarter or for monthly billing the account value at the end of the month. Fees are assessed on all assets under management, including securities, cash, accrued income and money market balances.

Accounts that hold a short position in options will have their end of month market value adjusted to reflect the absolute value of the option. The absolute value of the option will be revised higher by 2 times and added to the ending account value received from the custodian. Fees will be assessed on this new month end market value.



Our investment advisory fees shall not exceed 1.25%. The specific advisory fees are set forth in your Investment Advisory Agreement. In certain circumstances, our fees and the timing of the fees may be negotiated.

Additionally, the investment advisory services we offer to you are on a discretionary basis. Our fees for the services are negotiated on a client-by-client basis, depending on the type and nature of services to be provided, the amount of assets to be managed, the client's individual needs, and the expertise and services available from Vantage.

Payment of advisory fees is made either through a debit directly to your account by the qualified custodian holding your funds and securities or you may elect to receive an invoice and pay directly to Vantage. Since the custodian does not verify the accuracy of the advisory fee calculation, you should verify the fee in your monthly custodial statement and contact us if any questions should arise.

Either Party may terminate the management agreement at any time upon 30 days written notice. Any fees due us will be prorated and deducted from your account. Upon termination, you are responsible for monitoring the securities in your account(s), and Vantage as investment adviser will have no further obligation to act or advise with respect to those assets.

### **Financial Planning Fees**

Your fee for the designated financial planning services will be determined in one of the following ways:

**Fixed Fee:** Under a fixed fee arrangement, any fee will be agreed upon by you and your advisor in advance of services being performed. The fee will be determined based on factors including your net worth, the complexity of your financial situation, agreed upon deliverables, and whether or not you intend to implement any recommendations through your financial advisor. If Vantage is chosen to implement your plan within 90 days of delivery, we may waive or reduce a portion of our financial planning fee.

The type of fee and -- in the case of a fixed fee -- the amount must be agreed to by you and your advisor prior to the signing of the financial planning agreement. A portion of the fee may be payable upon signing the agreement. We will complete work within six months of the date your fee is paid, in cases where you are paying in advance. If the work is not completed in such a time, we will refund your fee on a pro-rated basis. Fixed fees shall not exceed \$10,000.

**Hourly Rate:** Under an hourly rate agreement, your total cost for financial planning services will be based on the amount of time your advisor and our staff spend

developing your financial plan. This includes time spent meeting with you, analyzing your financial objectives, and evaluating and documenting your strategies. Our hourly rates vary between \$125.00 and \$350.00. The hourly rate will be agreed upon by you and your advisor in advance of services being performed. The fee and the number of hours will be determined based on factors including your net worth, the complexity of your financial situation, agreed upon deliverables and the sophistication of the advisors assigned to your plan.

In no case are our fees based on, or related to, the performance of your funds or investments.

We will not require prepayment of more than \$1,200 in fees per client, six (6) or more months in advance of providing any services.

You may terminate the planning agreement by providing us with written notice. Upon termination, fees will be prorated to the date of termination and any unearned portion of the fee will be refunded to you.

When both investment management or plan implementation and financial planning services are offered, there is a potential conflict of interest since there is an incentive for the party offering financial planning services to recommend products or services for which Vantage, or a related party, may receive compensation. However, as a financial planning client, you are under no obligation to act upon any of our recommendations or effect the transaction(s) through us if you decide to follow the recommendations.

### **Sub-Advisory Fees**

For our sub-adviser services the investment adviser may pay to Vantage a fee that may range from Twelve and a half basis points (12.5 bps) or 0.125% to Forty-Five basis points (45 bps) or 0.45%.

Fees for fixed income sub-advisory services shall be payable quarterly in advance or arrears. Fees are applied to the account asset value on a pro-rated basis, billed quarterly in advance or arrears, and shall be calculated based upon the total value of the investment advisers allocation as of the nearest valuation date immediately preceding the end of the prior quarterly period. The market value will be determined as reported by the Custodian.

Quarterly periods shall be determined on a calendar basis. If the management of assets commences other than at the beginning of a calendar quarter, the fee will be a pro rata charge for the period commencing on the date of the first trade and ending on the last day of the calendar quarter. Fees shall be due and paid by the tenth business day following each calendar quarter.

If this Agreement is terminated prior to the end of a calendar quarter, the fee will be calculated based on the valuation on the effective date of the termination and pro-rated daily to the effective date of termination.

## **Consulting Fees**

Fees for specific consulting services will generally be charged as an hourly fee ranging from \$125 to \$350 per hour and/or a fixed fee generally within the range of \$500 to \$5,000, which may be negotiable in certain circumstances, depending upon the level and scope of these services. The fees will be mutually agreed upon with you, and shall be due and payable as earned.

## **Additional Fees and Expenses:**

Advisory fees payable to us do not include all the fees you will pay when we purchase or sell securities for your Account(s). The following list of fees or expenses are what you pay directly to third parties, whether a security is being purchased, sold or held in your Account(s) under our management. Fees charged are by the broker dealer / custodian

We do not receive, directly or indirectly, any of these fees charged to you. They are paid to your broker, custodian or the mutual fund or other investment you hold. The fees include:

- Brokerage commissions;
- Transaction fees;
- Exchange fees;
- SEC fees;
- Advisory fees and administrative fees charged by Mutual Funds (MF), Exchange Traded Funds (ETFs)
- Advisory fees charged by sub-advisers (if any are used for your account);
- Custodial Fees;
- Deferred sales charges (on MF or annuities);
- Odd-Lot differentials;
- Transfer taxes;
- Wire transfer and electronic fund processing fees;
- Commissions or mark-ups / mark-downs on security transactions ;
- Among others that may be incurred.

Please refer to the “Brokerage Practices” for discussion of Vantage’s brokerage practices.

## **ITEM 6 - PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (so-called performance based fees). Our advisory fee compensation is charged only as disclosed above in Fees and Compensation.

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## **ITEM 7 - TYPES OF CLIENTS**

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We provide investment advice to high net worth individuals, trusts, pensions and financial institutions. Our initial account value is \$2,000,000. These minimums may be negotiable at our discretion in limited instances.

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## **ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

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The method of analysis we utilize is both fundamental and technical. We gather our information for investment purposes from financial newspapers, magazines, research prepared by others, Nationally Recognized Statistical Rating Organization (NRSROs), company press releases, annual reports, independent research providers, prospectuses and filings with the Securities and Exchange Commission.

Our investment philosophy is to build long-term strategies that yield comparable market based returns. We approach all of our investments through a macro-economic process that compares various industry sectors and anticipates changes and trends. We perform a comprehensive analysis of securities to know which are best positioned to be long-term high-quality investments. In addition, as we compare investment alternatives we always take into account the “Big Picture” regarding an investment’s rate of return. We analyze potential income from dividends and interest, as well as factoring in the appreciation or depreciation over a given period of time, the tax consequences, inflation and the cost of investing. Then we design a customized investment portfolio to minimize risk while maximizing value in order to achieve long-term results.

Ultimately our goal is to balance risks across multiple industry sectors in order to provide a predictable and reliable source of income without jeopardizing principal assets.

We seek to achieve preservation of capital with above market returns. Our strategy measures returns by the revenue stream or income from the investment, not capital appreciation. Returns are viewed typically on a three to five year horizon, with the intention to buy and hold. However, if any investment value increases beyond its targeted or comparative value, the investment may be sold beforehand.

Within this general investment strategy, the investment decision making process uses a relative value assessment on a macroeconomic basis. The macroeconomic analysis compares various industry sectors to determine the best values among sectors. After targeting any industry sector as attractive, we choose companies in which to invest, based on their current trading value comparative to other companies in the sector. It compares the relative value of any company and its trading value to the relative values of other companies and their trading values. Relative value is based on net assets, margins, growth potential, management, market position, and other relevant factors. Finally, a company must have a predictable cash flow to achieve the desired revenue stream or

income from any investment made. To assure cash flow, we further diversify assets among various investments.

## **Risks**

Investing in securities involves risk of loss which you should be prepared to bear. Our past performance is not a guarantee of future results. Certain market and economic risks exist that may adversely affect an account's performance that could result in capital losses in your account.

There are principal and material risks involved which may adversely affect the account value and total return. There are other circumstances (including additional risks that are not described here) which could prevent your portfolio from achieving its investment objective. It is important to read all the disclosure information provided and to understand that you may lose money by investing in the any of our strategies.

### **Equity Risks**

**Market Risk.** Equities can be volatile, and you can potentially risk substantial loss. Equity prices can be volatile. The market can move up or down due to factors beyond our control. Anybody investing in equities should be aware that prices can move substantially in a short period of time, including situations where you might incur either temporary or permanent loss.

**Stock Specific Risk.** There are times that we purchase securities, which in retrospect, are too expensive or have worse business prospects than we originally anticipated. Under these circumstances, you may incur a substantial loss.

**Managed Portfolio Risk.** The manager's investment strategies or choice of specific securities may be unsuccessful and may cause the portfolio to incur losses.

**Industry Risk.** The portfolio's investments could be concentrated within one industry or group of industries. Any factors detrimental to the performance of such industries will disproportionately impact your portfolio. Investments focused in a particular industry are subject to greater risk and are more greatly impacted by market volatility than less concentrated investments.

**Non-U.S. Securities Risk.** Non-U.S. securities are subject to the risks of foreign currency fluctuations, generally higher volatility and lower liquidity than U.S. securities, less developed securities markets and economic systems and political and economic instability.

**Emerging Markets Risk.** To the extent that your portfolio invests in issuers located in emerging markets, the risk may be heightened by political changes and changes in taxation or currency controls that could adversely affect the values of these investments.

Emerging markets have been more volatile than the markets of developed countries with more mature economies.

**Currency Risk.** The value of your portfolio's investments may fall as a result of changes in exchange rates.

**ETF and Mutual Fund Risk.** When we invest in an ETF or mutual fund for a client, the client will bear additional expenses based on its pro rata share of the ETFs or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients may also incur brokerage costs when purchasing ETFs or mutual fund holds.

**Management Risk.** Your investment with us varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produced the expected returns, the value of the investment will decrease.

**Options Risk.** Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.

We attempt to mitigate the effects of these risks by purchasing securities with good underlying businesses, strong underlying balance sheets and at prices that represent discounts to our judgment of underlying value.

### **Fixed Income Risks**

**Interest Rate Risk.** The value of fixed income securities rises or falls based on the underlying interest rate environment. If rates rise, the value of most fixed income securities could go down.

**Call Risk.** We invest in various fixed income bonds, which are generally subject to call risk. Fixed Income bonds and some securities issued by U.S. agencies may be called (redeemed) at the option of the issuer at a specified price before reaching their stated maturity date. This risk increases when market interest rates are declining, because issuers may find it desirable to refinance by issuing new bonds at lower interest rates. If a bond held by your portfolio is called during a period of declining interest rates, we will likely reinvest the proceeds received by it at a lower interest rate than that of the called bond, causing a decrease in income.

**Credit Risk.** Most fixed income instruments are dependent on the underlying credit of the issuer. If we are wrong about the underlying financial strength of an issuer, we may purchase securities where the issuer is unable to pay interest and/or principal on a timely basis. If this happens, your portfolio could sustain an unrealized or realized loss.

Inflation Risk. Most fixed income instruments will sustain losses if inflation increases or the market anticipates increases in inflation. If we enter a period of moderate or heavy inflation, the value of your fixed income securities could go down.

Reinvestment risk. The risk that the income stream from the investment maybe reinvested at a lower interest rate. This risk is especially evident during periods of falling interest rates where coupon payments are reinvested at a lower rate than the current instrument.

Secondary market risk. While a secondary market exists for most bonds, there is no guarantee that a secondary market exists for a particular fixed income security. Furthermore, if a security is sold prior to maturity, the price received may be more or less than face value or the amount of the original investment.

Call risk. Some securities are callable. If the security is called the investor bears the risk of reinvesting the proceeds at a lower rate of return..

We attempt to mitigate these risks by:

- Focusing on very high quality stand-alone or credit enhanced issues.
- Employing two independent credit research firms to aid in the construction of taxable bond portfolios. Along with Moody's and S&P, we also utilize independent research from Credit Sights to ensure we have the most relevant data available in our decision making process.
- Managing duration (actual and expected) through yield curve analysis
- Offsetting premium bonds with discount/zero bonds
- Conducting an ongoing review of individual securities
- Selling and replacing securities when appropriate with undervalued securities providing higher yields.
- Diversification

## **ITEM 9 - DISCIPLINARY INFORMATION**

Vantage does not have any legal, financial or other "disciplinary" item to report to you.

## **ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

### **Other Business Activities**

IARs of Vantage may act as agents appointed with various life, disability or other insurance companies, receive commissions, trails, or other compensation from the respective product sponsors and/or as a result of effecting insurance transactions for

clients. However, clients should note that they are under no obligation to purchase any insurance products through Vantage or its IAR.

#### **ITEM 11 - CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

We do not as principal buy securities for our own accounts from any client or sell securities we own to any client or as broker or agent effect securities transactions for compensation for any client. Vantage and persons associated with Vantage are allowed to invest for their own accounts or have a financial interest in the same securities or other investments that the firm recommends or acquires for your account, and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to place your interests first and have established policies in this regard to avoid any potential conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, the prohibition against the use of inside information and other situations where there is a possibility for conflicts of interest.

The Code of Ethics is designed to protect you by deterring misconduct, educate personnel regarding the firm's expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Vantage, guard against violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether our personnel are complying with the firm's ethical principles.

All advisory personnel are required to report to the Firm's Chief Compliance Officer initial and annual holdings and quarterly transactions in reportable securities, as defined in the Code and the Chief Compliance Officer is responsible for reviewing such reports. The Code also sets forth general standards of conduct and practices to be followed by all personnel to minimize conflicts of interest, including restrictions on gifts to or from brokers, clients and others, restrictions on service on the boards of other companies, restrictions on participation in investment clubs and policies designed to prevent personal trading conflicts. In addition, the Code (including the Firm's Insider Trading Policy Statement) includes provisions designed to prevent and enforce the Firm's strict policy against the misuse of material non-public information by all personnel. The Firm's Chief Compliance Officer is responsible for the oversight and administration of the Code.

All associated persons sign a letter of acknowledgment that they have read the Personal Trading Policy, fully understand it and will abide by it at all times while under the employ of Vantage.



We have established the following restrictions in order to ensure its fiduciary responsibilities:

1. A director, officer or employee of Vantage shall not buy or sell any securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No director, officer or employee of Vantage shall prefer his or her own interest to that of the advisory client.
2. We maintain a list of all securities holdings for anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Vantage.
3. We emphasize the unrestricted right of the client to decline to implement any advice rendered, except in situations where we are granted discretionary authority of the client's account.
4. We emphasize the unrestricted right of the client to select and choose any broker-dealer (except in situations where we are granted discretionary authority) he or she wishes.
5. We require that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
6. Any individual not in observance of the above may be subject to termination.

You may request a complete copy of our Code by contacting us at the address, telephone or email on the cover page of this Part 2; attn.: Chief Compliance Officer.

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## **ITEM 12 - BROKERAGE PRACTICES**

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Vantage Investment Partners has authority to determine the broker or dealer used and the commission rates paid in effecting transactions for your account. In selecting broker or dealers and determining the reasonableness of their commission, we strive to achieve the best qualitative execution for your account. We further consider the full range and quality of services, including execution compatibility, account access and information, rates, overall fees and account costs and the prior experience, responsiveness, service, reputation, honesty, integrity and the financial stability of the firm, among other factors. The portfolio manager executes the purchase of any investment at a cost aimed to increase net income to your portfolio.

We have various policies and procedures for review of order execution. We review order execution on a systematic basis to assure correct placement of the order, the best price and execution and otherwise to protect your interests. We further review relationships with brokers or dealers, such as the full range and quality of services, executing compatibility, account access and information, rates, overall fees and account costs, and

the experience responsiveness, service, reputation, honesty, integrity and financial stability of the broker or dealer among other possible factors. In particular, we review our past experience and relationship with the broker/dealer.

When you designate a broker or dealer other than one suggested by us, higher costs may result than might otherwise be available. In these instances, institutional rates negotiated by us based on volume may be unavailable to you at the other broker or dealer. We are also restricted in our ability to place a transaction at another broker or dealer, which may be offering lower execution costs. We may be further prohibited from executing a transaction with the dealer, specialist, or market-maker for the particular security, and transactions may be placed on an agency basis by the client designated broker-dealer. In these transactions, you remain responsible for negotiating commission rates, not us.

In executing substantially identical orders, we may group orders of several clients together for execution. Your account remains individually managed according to your needs, but if transactions are advisable for a number of accounts at the same time, the orders for the transactions may be grouped together. By grouping these orders, we intend that better execution and price be achieved with the broker-dealer having a larger order to work. However, reduced costs may not be achieved by grouping orders together. Among other reasons, the custodian may apply a minimum ticket charge when the individual orders are allocated back into each client's account.

We do not select or recommend broker/dealers based upon receiving client referrals from a broker/dealer or third party. We do not routinely recommend, request or require that you direct us to execute transaction through a specified broker dealer. Additionally, we typically do not permit you to direct brokerage.

In grouping order for execution, the trades are allocated to accounts in advance of the orders being placed. All accounts are treated the same, insofar as costs are shared on a pro rata basis and the average execution is given to each client. Furthermore, annually fixed income trades are reviewed by Global Trading Analytics, a transaction cost vendor.

### **Arrangements with Custodians**

We participate in the institutional advisor programs (the "Programs") offered by our various custodians, who are members FINRA/SIPC/NFA. The custodians are unaffiliated SEC-registered broker-dealer and FINRA members. Our custodians offer to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from our custodians through our participation in the Programs. (See the disclosure under Client Referral and Other Compensation below.)

Some of the products, services and other benefits provided by our custodians benefit Vantage and may not benefit your account. Our recommendation/requirement that you place assets in one of our custodians' custody may be based in part on benefits the custodians provide us, and not solely on the nature, cost or quality of custody and execution services provided by these entities.

We may recommend that you establish accounts with one of these custodians to maintain custody of your assets and to effect trades for your accounts. We are independently owned and operated and not affiliated with any of our custodians. The custodians provide us with access to their institutional trading and custody services. These services include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors.

We place trades for your account subject to its duty to seek best execution and its other fiduciary duties. We may use broker-dealers other than our custodians to execute trades for accounts maintained at one of our custodians, but this practice may result in additional costs to you. Our custodians' execution quality may be different than other broker-dealers.

For our client accounts maintained in its custody, our custodians generally do not charge separately for custody but is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through our custodians or that settle into these custodial accounts.

#### Trade Errors

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and we will absorb any loss resulting from the trade error if the error was caused by the firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to the American Red Cross or to a 501(c)(3) organization. We will never benefit or profit from trade errors.

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### **ITEM 13 - REVIEW OF ACCOUNTS**

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We conduct monthly internal reviews for each account in its entirety, and informal reviews are conducted daily for various accounts depending on market conditions and the status of any particular account.

Your account is formally reviewed and a written "Portfolio Profile and Market Overview" is provided Quarterly. In addition, we hold periodic meetings with you or your designees. At this time written statements of account activity and the current investment environment are reviewed. Your objectives and needs are reassessed to

ensure your goals are being met. A detailed quarterly report is provided electronically and may include:

- Market Overview
- Portfolio Summary
- Purchase Sale
- Fixed Income Distributions
- Performance Summary
- Projected Fixed Income Cash Flows
- Portfolio Appraisal
- Realized Gains and Losses

Your account will be reviewed by John G. Woolway, CFA, President and his investment team.

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#### **ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

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Midwest Trust Company currently provides custodial services to a significant number of our clients. In order to retain our firm's existing clients' custody business and the assets represented by that business, and to attract additional business, Midwest Trust currently charges all our clients fees similar to those charged to Midwest Trust's larger institutional clients (currently 0.03% per annum). Additionally, Midwest Trust provides us with access to the Advent Axys Portfolio Management System ("Advent"). We use Advent's portfolio management process and Advent also allows us to access your account holdings and view other relevant information.

Because Midwest Trust provides Advent to us, we may be deemed to receive an economic benefit resulting from Midwest's custody relationship with our clients. We do not require any client to engage Midwest as custodian, we receive no fee sharing or other compensation from Midwest for such references and we are not under any restrictions with respect to our use of Advent. Accordingly, some of our clients, regardless of their custodial arrangements, enjoy equal benefits from our access to and use of Advent. Further, Midwest and Vantage have no formal arrangement or understanding with respect to fees charged or services provided and Midwest may increase its fees, in its discretion, at any time.

As disclosed under Brokerage Practices above, Vantage participates in various custodians institutional customer program and we may recommend one of these custodians to you for custody and brokerage services. There is no direct link between Vantage's participation in these programs and the investment advice we give to you, although we receive economic benefits through its participation in the programs that are typically not available to the custodians retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides

the ability to aggregate securities transactions for execution and then allocate the appropriate shares to your accounts); the ability to have advisory fees deducted directly from your accounts; access to an electronic communications network for your order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Vantage by third party vendors. Our custodians may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by our custodians through these programs may benefit us but may not benefit your accounts. These products or services may assist us in managing and administering your accounts, including accounts not maintained at one of our custodians. Other services made available by our custodians are intended to help us manage and further develop its business enterprise. The benefits received by Vantage or its personnel through participation in these programs do not depend on the amount of brokerage transactions directed to our custodians. As part of its fiduciary duties to clients, we endeavors at all times to put the interests of its clients first. You should be aware, however, that the receipt of economic benefits by Vantage or its related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of custodians for custody and brokerage services.

In the past, Vantage has received client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect. Vantage is no longer active in this program. However for client originally referred by TD Ameritrade and have continued an on-going relationship with Vantage, Vantage continues to pay TD Ameritrade an on-going fee for each referred client. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to Vantage ("Solicitation Fee"). We will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by us from any of a referred client's family members, including a spouse, child or any other immediate family member who resides with the referred client and hired Vantage on the recommendation of such referred client. We do not charge clients previously referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients.

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#### **ITEM 15 - CUSTODY**

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Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

Vantage is deemed to have custody of client funds and securities whenever Vantage is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Vantage will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Vantage is deemed to have custody, the firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Vantage. When clients have questions about their account statements, they should contact Vantage or the qualified custodian preparing the statement.

When fees are deducted from an account, Vantage is responsible for calculating the fee and delivering instructions to the custodian. At the same time Vantage instructs the custodian to deduct fees from the client's account; Vantage will send the client an invoice itemizing the fee.

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#### **ITEM 16 - INVESTMENT DISCRETION**

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Prior to engaging Vantage to provide investment advisory services, clients enter into a written Agreement with Vantage granting the firm the authority to supervise and direct on an on-going basis investments in accordance with the client's investment objective and guidelines. Clients will also execute any and all documents required by the Custodian so as to authorize and enable Vantage, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell or exchange securities in and for your account. We are authorized, in its discretion and without prior consultation with you to: (1) buy, sell exchange and otherwise trade any stocks, bonds or other securities or assets and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. Any limitations to such authority will be communicated by you to us in writing.

You may specify in writing the markets or broker dealers to execute the securities transactions directed by us. In the absence of such specification, we shall use such broker dealers and such markets as we, in our sole discretion, shall decide. We will not, however, employ a broker dealer affiliated with us without first disclosing the affiliation to you and obtaining your written consent, we shall not be liable for any act or omission of any broker dealer (other than an affiliated broker dealer employed with your written consent). You may instruct us in writing not to effect transactions through any particular broker/dealer. Executing securities transactions through such designated broker or dealer, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for your account than would otherwise be the case.

The limitations on investment and brokerage discretion held by Vantage for you are:

1. For discretionary clients, we require that it be provided with authority to determine which securities and the amounts of securities to be bought or sold, as well as the broker-dealer to be used and the commission rates to be paid.
2. Any limitations on this discretionary authority shall be included in this written authority statement. You may change/amend these limitations as required. Such amendments shall be submitted in writing.
3. If you request that a particular broker-dealer be used to execute transactions in your account, we will not, as a matter of policy, negotiate such commission rates unless specifically requested to do so by you in writing. Vantage deems the designation of a broker-dealer by you as a direction by you and you are willing to pay such broker-dealer's normal commission rates. This could result in you paying higher commissions than otherwise may be available.
4. If you do not designate a broker-dealer for your account, we will determine in good faith the broker-dealer to be used based upon the following factors:
  - a. commission rates
  - b. Other brokerage services provided by the broker-dealer to you such as collection of dividends, exchange or transfer of securities, and custody of securities and cash.

Research products and services received by us from broker-dealers will be used to provide services to all our clients.

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## **ITEM 17 - VOTING YOUR SECURITIES**

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Our authority to vote proxies is established through the delegation of discretionary authority under our investment advisory contract. Therefore, unless a client specifically reserves the right, in writing, to vote its own proxies, we will vote all proxies and act on all other actions in a timely manner as part of our full discretionary authority over your assets in accordance with our Proxy Voting Policies and Procedures.

When voting proxies, our utmost concern is that all decisions be made solely in the best economic interest of you and your account. Proxy voting is an important right of shareholders, and reasonable care and diligence are undertaken to ensure that such rights are properly and timely exercised.

John Woolway has the responsibility for the implementation and monitoring of the proxy voting policies, practices, disclosures and record keeping. Absent material conflicts, John will determine how the firm votes a proxy in accordance with applicable voting guidelines, complete the proxy and vote the proxy in a timely and appropriate manner.

In the absence of specific voting guidelines from you, we vote proxies in the best interests of your account. Our policy is to vote all proxies from a specific issuer the same way for each client absent qualifying restrictions from you. You are permitted to place reasonable restrictions on our voting authority in the same manner that they may place such restrictions on the actual selection of account securities.

We generally vote in favor of routine corporate housekeeping proposals such as the election of directors and selection of auditors absent conflicts of interest raised by an auditor's non-audit services. We generally vote against proposals that cause board members to become entrenched or unequal voting rights. In reviewing proposals, we further consider the opinion of management and the effect on management, shareholder value and the issuer's business practices.

We identify any conflicts that exist between our interests and your interests by reviewing the relationship we have with the issuer of each security to determine if we or any of our employees have any financial, business, or personal relationship with the issuer. If a material conflict of interest exists, John Woolway, determines whether it is appropriate to disclose the conflict to the affected clients, to give you an opportunity to vote the proxies yourself or to address the voting issue through other objective means, such as voting in a manner consistent with a predetermined voting policy or receiving an independent third party voting recommendation.

Where a proxy proposal raises a material conflict between our interests and your interests, to the extent we have little or no discretion to deviate from our guidelines with respect to the proposal in question, we shall vote in accordance with such a predetermined voting policy.

To the extent that we have discretion to deviate from our guidelines with respect to the proposal in question, we will disclose the conflict to you and obtain your consent to the proposed vote prior to voting the securities. If you do not respond to such a conflict disclosure request or denies the request, we will abstain from voting the securities held by your account.

A copy of our "Proxy Voting Policies and Procedures" is available upon request. Requests should be sent to: John Woolway, Chief Compliance Officer, Vantage Investment Partners, LLC, 4900 Main Street, Suite 310, Kansas City, MO 64112.

You may request copies of our voting records by sending a written request to John Woolway, Chief Compliance Officer, Vantage Investment Partners, LLC, 4900 Main Street, Suite 310, Kansas City, MO 64112.

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## **ITEM 18 - FINANCIAL INFORMATION**

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This item is not applicable to this brochure. We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.