

Firm Brochure
(Part 2A of Form ADV)

MainStreet Investment Advisors, LLC
120 North LaSalle, 37th Floor
Chicago, IL 60602
P: (312) 223 - 0270
F: (312) 223 - 0276
www.mainstreetadv.com
compliance@mainstreetadv.com

This brochure provides information about the qualifications and business practices of MainStreet Advisors. If you have any questions about the contents of this brochure, please contact us by phone at (312) 223-0270, or by email at compliance@mainstreetadv.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about MainStreet Advisors is available on the SEC's website at www.adviserinfo.sec.gov.

April 1, 2011

Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisors to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

Full Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at (312) 223-0270 or by email at compliance@mainstreetadv.com.

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Advisory Business

Firm Description

MainStreet Investment Advisors, LLC doing business as MainStreet Advisors ("Advisor") was founded in 2003.

MainStreet Advisors provides investment advisory services, including portfolio management, investment research, and marketing support services to enable fiduciaries to meet their responsibilities while helping clients work towards their investment objectives.

Principal Owners

John Crosson is a more than 50% but less than 75% stockholder. Richard Milton is a more than 25% but less than 50% stockholder.

Types of Advisory Services

MainStreet Advisors provides three types of investment advisory services ("Services") described below: Fiduciary Services, Individual Services, and Institutional Services.

As of December 31, 2010, MainStreet Advisors manages approximately \$1.46 billion in assets for approximately 66. Approximately \$13 million is managed on a discretionary basis, and \$1.45 billion is managed on a non-discretionary basis.

Fiduciary Services

MainStreet Advisors ("Advisor") provides fiduciary investment advisory services ("Fiduciary Services") to bank trust departments, independent trust companies, attorneys, accountants, family offices, and other businesses (each a "Fiduciary") seeking advice regarding the investment of cash and securities in one or more investment portfolios managed by the Fiduciary (each a "Fiduciary Portfolio"). The Fiduciary Services vary in scope and may include Separate Account Management ("SAM"), Manager Select ("MS"), Fund Allocation Portfolios ("FAP"), Automated Portfolio Solutions ("APS") and Retirement Plan Solutions ("RPS") depending on the needs of the Fiduciary. The specific Fiduciary Services to be provided by Advisor for a Fiduciary will be described in a written Investment Advisory Agreement ("Agreement") between Advisor and the Fiduciary. Unless otherwise provided in the Agreement, the Fiduciary Services will be provided on a continuous and regular basis.

At the beginning of the relationship, the Fiduciary will complete and provide Advisor with an Investor Profile ("Questionnaire") or other document which sets forth the investment objectives, investment restrictions, and other information requested by Advisor with respect to each Fiduciary Portfolio, and will provide the written investment policy statement or guidelines, if any, adopted by the Fiduciary with respect to each Fiduciary Portfolio.

Fiduciaries will have the opportunity to place reasonable restrictions on the types of investments which will be recommended for the Fiduciary Portfolio;

provided, Advisor reserves the right to terminate the Agreement if it determines that any such restrictions are not consistent with providing the Fiduciary Services in an efficient and cost-effective manner.

Advisor will provide the Fiduciary Services only on a non-discretionary basis, consistent with the information contained in the Questionnaire and in any written investment policy statement or guidelines provided to Advisor. In the Agreement, the Fiduciary will agree to inform Advisor promptly in writing if any information in the Questionnaire, investment policy statement or guidelines changes or otherwise becomes no longer true, correct or complete. Advisor shall accept instructions concerning any modification of the Questionnaire, investment policy statement or guidelines from an authorized representative of the Fiduciary.

The cash and securities comprising the Fiduciary Portfolio will be held by the Fiduciary or by one or more qualified custodians designated by the Fiduciary (each a "Custodian"). If agreed by Advisor and the Fiduciary, the Fiduciary may grant Advisor the authority, with prior approval of the Fiduciary, to place orders for the purchase, sale, exchange, conversion, or other transaction involving the cash and securities comprising the Fiduciary Portfolio. Such orders shall be placed with the Custodian or with an introducing or clearing broker-dealer designated by the Fiduciary or Custodian. The Fiduciary may grant Advisor other powers and authority with respect to the Fiduciary Portfolio, as the parties agree are appropriate for Advisor's performance of the Fiduciary Services, but in no event will Advisor be granted discretion or custody of the cash or securities comprising the Fiduciary Portfolio.

Advisor's fee ("Fee") for the Fiduciary Services is an asset-based fee calculated as a percentage of the aggregate market value of the assets of the Fiduciary client for which Advisor provides the Fiduciary Services. Fees are calculated according to the fee schedules below, which represents Advisor's maximum Fees for the particular Fiduciary Service. All fees are negotiable.

Fees for all Fiduciary Services will be billed in arrears at the end of each month or three-month period (each quarter), as provided in the Agreement. A quarter end may or may not necessarily coincide with a calendar quarter end. The monthly fee will equal the Annual Fee Rate described in the Agreement divided by twelve, or in the case of quarterly by four, and will be applied to the aggregate value of the Fiduciary Portfolio, as such value is reported by the Custodian (or other third-party valuation service engaged by the Fiduciary or the Custodian which holds the Fiduciary Portfolio) as of the last trading day of each month or quarter. In the event of a partial month or quarter, the first or last billed month or quarter will be pro-rated from the date of the Agreement or to the date of termination. Fees are not charged on the basis of a share of capital gains or capital appreciation of the Fiduciary Portfolio or any portion of the Fiduciary Portfolio.

At Advisor's discretion, Advisor may agree to a flat fee schedule for the Fiduciary Services. In that event, the fee amount and payment terms will be stated in the Agreement.

The Agreement may be canceled without penalty, by either party, for any reason, upon 30 days written notice to the other party. The Fiduciary may terminate the Agreement within five business days after execution without penalty. Termination of the Agreement will not affect or prevent the consummation of any transaction initiated prior to such notice of termination. All fees will be prorated to the date of termination. Upon termination of the Agreement, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees shall be immediately paid by the Fiduciary.

Separate Account Management (SAM)

SAM is a customized solution to manage Fiduciary Portfolios. SAM provides access to a large cap strategy (large cap blend, dividend, or socially responsible investments) complemented with allocations to other domestic and foreign equity strategies. In addition, advice on short/intermediate individual bonds and other fixed income strategies including Treasury Protected Securities (TIPS), high yield, preferred stocks, long term treasury bonds and foreign bonds are available. Advice can be offered concerning allocation to alternative investments such as commodities, hedging strategies, domestic/foreign real estate and private equity. The alternative investments will be achieved through Mutual Funds and ETFs.

Fees are calculated according to the following fee schedule, which represents Advisor's maximum Fees for this Fiduciary Service.

Separate Account Management,
Fiduciary Portfolio Annual Fee Rate
\$0< \$15 Million 42 basis points
\$15< \$25 Million 40 basis points
\$25< \$35 Million 38 basis points
\$35< \$45 Million 36 basis points
\$45 Million & over 34 basis points

Manager Select (MS)

MS offers high net worth Fiduciary Portfolios access to professional investment managers worldwide. The investment process can be tailored to meet specific needs of the Fiduciary's clients, ranging from gaining exposure to a certain hedging strategy to managing a small cap portfolio.

Advisor performs the due diligence required to select portfolio managers whose style and portfolio characteristics best reflect the specific needs of the Fiduciary's clients. Advisor maintains a list of recommended portfolio managers. Each portfolio manager on the list retains trading decisions and places trades on behalf of the Fiduciary.

Fees are calculated according to the following fee schedule, which represents Advisor's maximum Fees for this Fiduciary Service.

Manager Select,
Fiduciary Portfolio Annual Fee Rate
\$0< \$15 Million 25 basis points
\$15< \$50 Million 22 basis points
\$50< \$100 Million 20 basis points
\$100 Million & over 15 basis points

Fund Allocation Portfolios (FAP)

FAP is a resource that will assist in managing the portfolios of the Fiduciary's clients. Portfolio reviews are constructed using a combination of mutual funds and ETFs or entirely ETFs based upon the circumstances of the Fiduciary's clients. Broad asset class diversification is obtained through fixed income, equities and alternative investments. This resource provides access to our Socially Responsible Investment (SRI) portfolios that cater to specific environmental or social concerns.

Fees are calculated according to the following fee schedule, which represents Advisor's maximum Fees for this Fiduciary Service.

Fund Allocation Portfolio,
Fiduciary Portfolio Annual Fee Rate
\$0< \$15 Million 32 basis points
\$15< \$25 Million 30 basis points
\$25< \$35 Million 28 basis points
\$35< \$45 Million 26 basis points
\$45 Million & over 24 basis points

Automated Portfolio Solution (APS)

APS is a resource that is Advisor's most efficient way for the Fiduciary to manage client portfolios. Advisor provides mutual fund portfolios that may be uploaded into the Fiduciary's trust accounting system. A monthly data feed provides Fiduciaries with access to Advisor's latest Tactical Asset Allocation Models. This platform provides Fiduciaries with access to a fully diversified portfolio of fixed income, equity and alternative investments.

Many of the trust accounting systems can be set to automatically rebalance these portfolios on a monthly basis. This process can help manage the portfolios prudently and effectively.

Fees are calculated according to the following fee schedule, which represents Advisor's maximum Fees for this Fiduciary Service.

Automated Portfolio Solution,
Fiduciary Portfolio Annual Fee Rate
\$0< \$15 Million 25 basis points
\$15< \$25 Million 23 basis points
\$25< \$35 Million 21 basis points

\$35< \$45 Million 19 basis points
\$45 Million & over 17 basis points

Retirement Plan Solutions (RPS)

RPS pairs Third Party Administration (“TPA”) with investment management to deliver a turnkey retirement service. MainStreet Advisors provides its managed Tactical Asset Allocation Models, which are uploaded to the TPA. Participant contributions and portfolios are automatically reallocated to the target weights of the models.

This automated platform provides participants with access to fully diversified portfolios utilizing the MainStreet Advisors tactical models. Portfolio holdings can include fixed income, equity, and alternative investments.

Fees are calculated according to the following fee schedule, which represents Advisor’s maximum Fees for this Fiduciary Service.

Retirement Plan Solutions,
Fiduciary Portfolio Annual Fee Rate
\$0< \$15 Million 25 basis points
\$15< \$25 Million 23 basis points
\$25< \$35 Million 21 basis points
\$35< \$45 Million 19 basis points
\$45 Million & over 17 basis points

Individual Services

MainStreet Advisors (“Advisor”) provides individual investment advisory services (“Individual Services”) to individuals seeking investment management services or advice regarding the investment of cash and securities in one or more investment accounts established by the individual (all the “Managed Assets”). The Individual Services vary in scope and may include portfolio management services, securities selection advice and asset allocation assistance depending on the needs of the individual. The specific Individual Services to be provided by Advisor for the Individual will be described in the Investment Advisory Agreement (“Agreement”) between Advisor and the Individual. Unless otherwise provided in the Agreement, the Individual Services will be provided on a continuous and regular basis.

At the beginning of the relationship, the Individual will complete and provide Advisor with a Questionnaire with respect to the Managed Assets, which sets forth the individual’s financial situation and states the investment objectives, risk tolerance, investment time horizon, and any investment restrictions. The Individual may also be asked to provide Advisor with a client profile and investment guidelines to guide Advisor in managing the Individual’s assets.

Individuals will have the opportunity to place reasonable restrictions on the types of investments which will be recommended (for non-discretionary accounts) or made on the Individual’s behalf (for discretionary accounts); provided, Advisor reserves the right to terminate the Agreement if it

determines that any such restrictions are not consistent with providing the Individual Services in an efficient and cost-effective manner.

The Individual Services will be provided in a manner consistent with the information contained in the Questionnaire and in any written client profile or investment guidelines provided to Advisor. In the Agreement, the Individual will agree to inform Advisor promptly in writing if any information in the Questionnaire or in any client profile or investment guidelines changes or otherwise becomes no longer true, correct or complete. Advisor shall accept written instructions only concerning any modification of the Questionnaire, client profile or investment guidelines.

The Managed Assets will be held by a Custodian designated by the Individual and acceptable to Advisor. Please see below for further information regarding Advisor's recommendation of custodians and broker-dealers.

Advisor may provide the Individual Services on a discretionary or non-discretionary basis, as provided in the Agreement. With respect to discretionary accounts, the Agreement will provide that Advisor is granted full authority and discretion on the Individual's behalf and at the Individual's risk to manage, invest, and reinvest the Managed Assets without obtaining the Individual's prior consent.

Individuals who grant discretionary authority to Advisor will be granting Advisor the authority and discretion to place orders for the purchase, sale, exchange, conversion, or other transactions involving the Managed Assets; to exercise such other powers as Advisor deems appropriate to manage and execute transactions for the account in a manner consistent with the Questionnaire and any client profile and investment guidelines; and to engage such agents as Advisor deems appropriate in connection with the performance of Advisor's services under the Agreement. Unless otherwise stated in the Agreement or any investment guidelines, Advisor will have full discretion in selecting the types of securities and length of maturities in pursuing the Individual's objectives. Advisor will also have the discretion to invest the account's assets in cash or cash equivalents, and may effect temporary sweep transactions of all uninvested cash balances in the account to a money market mutual fund, which may be managed by the Custodian or an affiliate of the Custodian.

With respect to Individuals who do not grant Advisor discretion over the Managed Assets, the Individual may grant Advisor the authority, with prior approval, to place orders for the purchase, sale, exchange, conversion, or other transaction involving the Managed Assets. Such orders shall be placed with the Custodian or with an introducing or clearing broker-dealer designated by the Individual or Custodian. The Individual may grant Advisor other powers and authority with respect to the Managed Assets, as the parties agree are appropriate for Advisor's performance of the Individual Services, except Advisor will not be granted discretion.

Advisor's Fee for the Individual Services is an asset-based fee calculated as a percentage of the value of the Managed Assets, calculated according to the following fee schedule, which represents Advisor's maximum Fees for Individual Services; all fees are negotiable.

Aggregate Value of Managed Assets

Annual Fee Rate

\$0< \$5 Million 100 basis points

\$5< \$10 Million 75 basis points

\$10 Million & over 60 basis points

There will normally be a minimum annual fee of \$2,000.

Fees will be billed in arrears at the end of each month or quarter as agreed upon by Individual and Advisor in the Agreement. A quarter end may or may not necessarily coincide with a calendar quarter end. The monthly fee will equal the Annual Fee Rate described in the Agreement divided by twelve, or in the case of quarterly by four, and will be applied to the aggregate value of the Managed Assets, as such value is reported by the Custodian (or other third-party valuation service engaged by the Custodian) as of the last trading day of each month or quarter end. In the event of a partial month or quarter, the first or last billed month or quarter will be pro-rated from the date of the Agreement or to the date of termination. Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the Managed Assets or any portion of the Managed Assets.

At Advisor's discretion, Advisor may agree to a flat fee schedule for the Individual Services. In that event, the fee amount will be stated in the Agreement.

The Agreement may be canceled without penalty, by either party, for any reason, upon 30 days written notice to the other party. The Individual may terminate the Agreement within five business days after execution without penalty. Termination of the Agreement will not affect or prevent the consummation of any transaction initiated prior to such notice of termination. All fees will be prorated to the date of termination. Upon termination of the Agreement, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees shall be immediately paid from the Managed Assets (or by the Client, if the Managed Assets are insufficient).

Upon termination of the Agreement, the account will be charged any introducing or clearing broker's customary fees and commissions, and the Custodian's fees for transactions in and services provided with respect to closing the account and holding, transferring or liquidating the Managed Assets.

Institutional Services

MainStreet Advisors ("Advisor") provides institutional investment management services (the "Institutional Services") to Institutions seeking investment management services or advice regarding the investment of cash and securities in one or more investment accounts established by the

Institution (each an "Institutional Portfolio"). The Institutional Services vary in scope and may include portfolio management services, securities selection advice, and asset allocation assistance, depending on the needs of the Institution. The specific Institutional Services to be provided by Advisor for the Institution will be described in the Investment Advisory Agreement ("Agreement") between Advisor and the Institution. Unless otherwise provided in the Agreement, the Institutional Services will be provided on a continuous and regular basis.

At the beginning of the relationship, the Institution will complete and provide Advisor with an Investor Profile (the "Questionnaire") which sets forth the investment objectives, risk tolerance, investment time horizon, and any investment restrictions with respect to each Institutional Portfolio, and will provide the written investment policy statement or guidelines, if any, adopted by the Institution with respect to each Institutional Portfolio.

Institutions will have the opportunity to place reasonable restrictions on the types of investments which will be made on the Institution's behalf; provided, Advisor reserves the right to terminate the Agreement if it determines that any such restrictions are not consistent with providing the Institutional Services in an efficient and cost-effective manner.

The Institutional Services will be provided in a manner consistent with the information contained in the Questionnaire and in any written client profile or investment guidelines provided to Advisor. In the Agreement, the Institution will agree to inform Advisor promptly in writing if any information in the Questionnaire, client profile, or investment guidelines changes or otherwise becomes no longer true, correct or complete. Advisor shall accept instructions concerning any modification of the Questionnaire, client profile, or investment guidelines from an authorized representative of the Institution.

The cash and securities comprising the Institutional Portfolio will be held by the Institution or by one of more qualified custodians designated by the Institution (each a "Custodian").

Advisor will provide the Institutional Services on a discretionary basis as provided in the Agreement. The Advisor is granted full authority and discretion on the Institution's behalf and at the Institution's risk to manage, invest, and reinvest the assets comprising each Institutional Portfolio without obtaining the Institution's prior consent.

Institutions will be granting Advisor the authority and discretion to place orders for the purchase, sale, exchange, conversion, or other transactions involving the Institutional Portfolio; to exercise such other powers as Advisor deems appropriate to manage and execute transactions for the account in a manner consistent with the Questionnaire and any client profile and investment guidelines; and to engage such agents as Advisor deems appropriate in connection with the performance of Advisor's services under the Agreement. Unless otherwise stated in the Agreement or any investment guidelines, Advisor will have full discretion in selecting the types of securities

and length of maturities in pursuing the Institution's objectives. Advisor will also have the discretion to invest the account's assets in cash or cash equivalents, and may effect temporary sweep transactions of all uninvested cash balances in the account to a money market mutual fund, which may be managed by the Custodian or an affiliate of the Custodian.

Advisor's Fee for the Institutional Services is an asset-based fee calculated as a percentage of the aggregate market value of the assets of the Institutional client for which Advisor provides the Institutional Services. Fees are calculated according to the following fee schedule, which represents Advisor's maximum Fees for Institutional Services; all fees are negotiable.

Aggregate Value of
Institutional Portfolio Annual Fee Rate
\$0< \$15 Million 90 basis points
\$15< \$30 Million 75 basis points
\$30< \$50 Million 60 basis points
\$50 Million & over 50 basis points

Fees will be billed in arrears at the end of each month or quarter as agreed upon by Institution and Advisor in the Agreement. A quarter end may or may not necessarily coincide with a calendar quarter end. The monthly fee will equal the Annual Fee Rate described in the Agreement divided by twelve, or in the case of quarterly by four, and will be applied to the aggregate value of the Institutional Portfolio, as such value is reported by the Custodian (or other third-party valuation service engaged by the Custodian) as of the last trading day of each month or quarter end. In the event of a partial month or quarter, the first or last billed month or quarter will be pro-rated from the date of the Agreement or to the date of termination. Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the Institutional Portfolio or any portion of the Institutional Portfolio.

At Advisor's discretion, Advisor may agree to a flat fee schedule for the Institutional Services. In that event, the fee amount will be stated in the Agreement.

The Agreement may be canceled without penalty, by either party, for any reason, upon 30 days written notice to the other party. The Institution may terminate the Agreement within five business days after execution without penalty. Termination of the Agreement will not affect or prevent the consummation of any transaction initiated prior to such notice of termination. All fees will be prorated to the date of termination. Upon termination of the Agreement, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees shall be immediately paid by the Institution.

Upon termination of the Agreement, the account will be charged any introducing or clearing broker's customary fees and commissions, and the Custodian's fees for transactions in and services provided with respect to

closing the account and holding, transferring or liquidating the Institutional Portfolio(s).

Tailored Relationships

At the beginning of the relationship, all clients ("Client") will complete and provide MainStreet Advisors ("Advisor") with an Investor Profile ("Questionnaire") which sets forth the investment objectives, risk tolerance, investment time horizon, and any investment restrictions with respect to each Portfolio and will provide the written investment policy statement or guidelines, if any, adopted by the Client with respect to each Portfolio.

The Client will have the opportunity to place reasonable restrictions on the types of investments which will be recommended (for non-discretionary accounts) or made on the Client's behalf (for discretionary accounts); provided, Advisor reserves the right to terminate the Agreement if it determines that any such restrictions are not consistent with providing the investment advisory services (the "Services") delineated in the Agreement in an efficient and cost-effective manner.

The Services will be provided in a manner consistent with the information contained in the Questionnaire and in any written client profile or investment guidelines provided to Advisor. In the Agreement, the Client will agree to inform Advisor promptly in writing if any information in the Questionnaire or in any client profile or investment guidelines changes or otherwise becomes no longer true, correct or complete. Advisor shall accept instructions concerning any modification of the Questionnaire, client profile, or investment guidelines from an authorized representative of the Client.

Termination

The Agreement may be canceled without penalty, by either party, for any reason, upon 30 days written notice to the other party. The Client may terminate the Agreement within five business days after execution without penalty. Termination of the Agreement will not affect or prevent the consummation of any transaction initiated prior to such notice of termination. All fees will be prorated to the date of termination. Upon termination of the Agreement, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees shall be immediately paid by the Client.

Upon termination of the Agreement, the account will be charged any introducing or clearing broker's customary fees and commissions, and the Custodian's fees for transactions in and services provided with respect to closing the account and holding, transferring or liquidating the Portfolio(s). Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Portfolio.

Fees and Compensation

Description

MainStreet Advisors' ("Advisor") fee for the investment advisory services (the "Services") is an asset-based fee calculated as a percentage of the aggregate market value of the assets of the Client for which Advisor provides the Services. Please see above for the fee breakpoints associated with the various Services.

Fees will be billed in arrears at the end of each month or quarter as agreed upon by Client and Advisor in the Investment Advisory Agreement ("Agreement"). A quarter end may or may not necessarily coincide with a calendar quarter end. The monthly fee will equal the Annual Fee Rate described in the Agreement divided by twelve, or in the case of quarterly by four, and will be applied to the aggregate value of the Portfolio, as such value is reported by the Custodian (or other third-party valuation service engaged by the Custodian) as of the last trading day of each month or quarter end. In the event of a partial month or quarter, the first or last billed month or quarter will be pro-rated from the date of the Agreement or to the date of termination. Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the Portfolio or any portion of the Portfolio.

Annually, a minimum of one invoice per Client will be reviewed by Compliance to ensure the invoice matches the compensation agreed upon in the Agreement.

Negotiability of Fees

In certain circumstances, Advisor may agree to negotiate its fees. Advisor may charge different fees to clients receiving the same services. The above fee schedules are Advisor's basic fee schedules generally charged to clients absent negotiable circumstances. Fees are negotiated on a case-by-case basis depending on a variety of factors including the nature and complexity of the particular service, the availability of qualified personnel, the Client's relationship with the firm, the size of the account, and the potential for other business or clients among other factors.

Billing for Fiduciary Services Fees

The Agreement for Fiduciary Services will provide that the Fiduciary will pay Advisor's Fees immediately upon receipt of Advisor's invoice (provided, all earned but unpaid fees shall be paid immediately upon termination of the Agreement), subject to adjustments agreed upon by the Advisor and the Fiduciary.

Direct Debiting of Fees for Individual Services

The Agreement for Individual Services will provide that the Custodian may pay Advisor's Fees immediately upon the Custodian's receipt of Advisor's invoice (provided, all earned but unpaid fees shall be paid immediately upon termination of the Agreement) without further inquiry and without notifying or obtaining the Individual's consent. All fees and transactions will be shown on the monthly or quarterly statements provided by the Custodian to the Individual.

Billing for Institutional Services Fees

The Agreement for Institutional Services will provide that the Institution will pay Advisor's Fees immediately upon receipt of Advisor's invoice (provided, all earned but unpaid fees shall be paid immediately upon termination of the Agreement), subject to adjustments agreed upon by Advisor and the Institution.

Other Fees and Charges

In addition to the Fees paid to Advisor, the Client will be responsible for any other fees and charges as described in the Agreement, as described below, and as described in any agreement with the Custodian or other third parties.

Mutual Fund Fees and Expenses

If the Client's account is invested in mutual funds (including money market funds and exchange-traded funds (ETFs)), the Fees paid to Advisor will be separate and distinct from the fees and expenses charged by the mutual funds and ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution or service fee (a 12b-1 Fee). A client could invest in mutual funds and ETFs directly, without the services of Advisor. In that case, the Client would not receive the services provided by Advisor which are designed, among other things, to assist the Client in determining which mutual funds or ETFs are most appropriate to each client's financial condition and objectives. Accordingly, the Client should review both the fees charged by the funds and ETFs and the fees charged by Advisor to fully understand the total amount of fees to be paid by the Client and to thereby evaluate the advisory services being provided.

12-b1 fee is an extra fee charged by some mutual funds to cover promotion, distributions, marketing expenses, and sometimes commissions to brokers. 12b-1 fee information can be found in the fund's prospectus and is included in the expense ratio of the fund.

Fees and Commissions for Custodial and Brokerage Services

Fees charged by the Custodian and fees and commissions charged by exchanges, electronic communications networks, introducing and executing brokers, and other trading intermediaries will be paid by the Client in addition to the fees owed to Advisor. The Advisor is not receiving any portion of the commissions charged on securities trades that are transacted through any broker-dealer.

Performance-Based Fees

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed portfolios or securities.

Advisor does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create

an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

Types of Clients

Methods of Analysis

MainStreet Advisors' ("Advisor") security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, earnings reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases. However, Advisor may, in its discretion, employ other methods of analysis, sources of information, and investment strategies as Advisor deems appropriate for the Client's circumstances.

Types of Investments

Depending on the individual needs and circumstances of each Client, Advisor may offer advice on a wide spectrum of investment and investment programs, domestic or foreign, including: short term money market securities, certificates of deposit, bankers' acceptances, corporate commercial paper, other money market instruments, municipal securities, U.S. Government securities, and corporate debt securities; exchange-listed and over-the-counter equities and convertible securities; investment company securities, such as mutual funds, ETFs and restricted securities; securities issued by privately held companies or other entities; direct participation programs in real estate or other direct investments; and pooled investment vehicles investing in private equity investments, hedging strategies, or other types of investments or strategies.

Risk of Loss

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Disciplinary Information

Legal and Disciplinary

The firm and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

Other Financial Industry Activities and Affiliations

Financial Industry Activities

MainStreet Advisors is registered as an Investment Advisor with the Securities and Exchange Commission.

Affiliations

MainStreet Advisors has no affiliations or arrangements that are material to its advisory practices or its clients.

Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

Code of Ethics

The employees of MainStreet Advisors have committed to a Code of Ethics that is available for review by clients and prospective clients upon request.

Participation or Interest in Client Transactions

MainStreet Advisors and its employees may only buy or sell mutual funds that are also held by clients—employees are not permitted to buy or sell stocks, bonds, or ETFs that are also held by clients without prior approval from the Chief Compliance Officer (CCO) or his designee.

Employees may not trade their own securities ahead of client trades. Employees must comply with the provisions and regulations of MainStreet Advisors' Personal Trading Policy.

Personal Trading

The Chief Compliance Officer (CCO) of MainStreet Advisors is John Crosson. He, or his designee, reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets, clients of the firm receive preferential treatment, and employees comply with the Personal Trading Policy.

Brokerage Practices

Brokerage Discretion and Recommendations

MainStreet Advisors ("Advisor") will not have discretion to select broker-dealers to effect transactions for a Client's account. For Clients who authorize Advisor to place orders for their account, the Client will direct brokerage to a broker-dealer that the Client designates. Accordingly, Advisor will not be free to seek best price and execution by placing transactions with other broker-dealers. No assurance can be given that the transaction costs and other expenses charged by the broker-dealer designated by the Client will be as favorable as may be available from other broker-dealers or custodians. Accordingly, Clients should satisfy themselves that the designated broker-dealer can provide adequate price and execution of most or all transactions. Further, Clients who designate the broker-dealer will not participate in block trades, and as a result, such Clients will not benefit from the cost savings and other advantages of block trading. Currently the Advisor does not execute block trades but may do so in the future.

Advisor may recommend that Clients who are seeking a broker-dealer or custodian establish accounts with a broker-dealer or custodian that Advisor has approved at the time the Client enters into the Agreement; however, Client will not have any obligation to engage the broker-dealer or custodian recommended by Advisor. In recommending broker-dealers or custodians, Advisor considers the full range of broker's or custodian's services, including execution capability, commission rate, responsiveness, willingness to commit capital, creditworthiness and financial stability, and clearance and settlement capability. Advisor may recommend brokers or custodians even though lower commissions or charges may be charged by other brokers or custodians. There is no assurance that the cost of commissions, mark-ups, mark-downs, and other execution costs or custodial charges will be the lowest possible, and it is likely

that lower costs may be available for similar services from other broker-dealers or custodians.

Best Execution

MainStreet Advisors reviews the execution of trades at each custodian each quarter. The review is documented and filed electronically and in print. Trading fees charged by the custodians are also reviewed. MainStreet Advisors does not receive any portion of the trading fees.

Soft Dollars

Currently, Advisor does not provide Soft Dollar services.

Order Aggregation

Currently Advisor does not bunch or aggregate trades, and does not execute block trades.

Review of Accounts

Periodic Reviews

Accounts are reviewed at least quarterly in the context of each Client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the Client's individual circumstances or the market, political, or economic environment.

Reviewers

Client accounts are reviewed by the investment advisor representative assigned to the account. Additionally, a supervisor and/or compliance officer will review accounts periodically to ensure compliance with any Questionnaire, policy statement, or guidelines that may have been provided by Client.

Reports

Clients will receive monthly or quarterly statements and confirmations from the custodians holding their accounts, as provided in the Client's agreement with the custodian. Advisor will provide additional reports as and to the extent specifically provided in the Agreement.

Client Referrals and Other Compensation

Incoming Referrals

MainStreet Advisors has been fortunate to receive client referrals. The referrals came from current clients, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

Referrals Out

MainStreet Advisors does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at the address of record at least quarterly.

Performance Reports

MainStreet Advisors ("Advisor") does not provide performance reporting for its non-discretionary Client Portfolios. For those Client Portfolios that specifically assign Advisor discretion in the Investment Advisory Agreement ("Agreement"), Advisor will provide periodic performance reports a minimum of annually.

Investment Discretion

Investment Discretion

MainStreet Advisors ("Advisor") may or may not have discretionary authority over Client Portfolios. This authority will be established in the Investment Advisory Agreement ("Agreement"). With respect to those accounts for which the Agreement specifically grants discretionary authority to Advisor, Advisor's authority and discretion will include, without limitation: the power to buy, sell, retain and exchange investments; exercise such other powers as Advisor deems appropriate to manage and execute transactions for the Client's account in a manner consistent with the Client's profile and investment guidelines; and to engage such agents as Advisor deems appropriate in connection with the performance of Advisor's services under the Agreement. Any limitations on this discretionary authority and any restrictions that client wishes to place on the account shall be included in the Agreement. Clients may change or amend these limitations or restrictions at any time. Such amendments must be submitted in writing.

Currently the Advisor does not bunch or aggregate trades and does not execute block trades.

Subject to its obligations under the Code of Ethics, Advisor and its employees may participate in block orders entered through Advisor's exercise of discretion and in orders which are not entered through the exercise or discretion, as long as Advisor and its employees participate in the block on the same terms as the Clients.

Voting Client Securities

Proxy Votes

Advisor will not take any action or render any advice whatsoever with respect to the voting of proxies solicited by or with respect to the issuers of securities

in which assets of an account may be invested from time to time. Advisor will not vote and will not accept authority to vote proxies on behalf of its Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client accounts.

Financial Information

Financial Condition

MainStreet Advisors does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because MainStreet Advisors does not serve as a custodian for client funds or securities, and does not require prepayment of fees.

Business Continuity Plan

General

MainStreet Advisors has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, or services.

Disasters

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident, and aircraft accident. Electronic files are backed up daily and archived offsite.

Alternate Offices

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five business days of a disaster that dictates moving our office to an alternate location.

Information Security Program

Information Security

MainStreet Advisors ("Advisor") maintains an information security program to reduce the risk that your personal and confidential information may be breached.

Privacy Notice

Advisor seeks to carefully safeguard the Client's personal information. When processing transactions or managing accounts on the Client's behalf, Advisor

will maintain physical, electronic, and procedural safeguards to protect the Client's non-public personal information.

Advisor may disclose non-public personal information to non-affiliated third parties, such as brokers and custodians, as necessary to facilitate the acceptance and management of our relationship with the Client. Advisor may also disclose the Client's non-public personal information to other financial fiduciaries with whom Advisor has joint business arrangements for proper business purposes. In addition, a Client's non-public personal information may be released to the Client, to the Client's authorized agent or representative, or if Advisor is compelled to do so by law, or in connection with any government or self-regulatory organizational request or investigation. Finally, Advisor may disclose the Client's non-public personal information to companies Advisor hires to help administrate its business. Companies Advisor hires to provide these types of services are strictly prohibited from using the Client's personal information for their own purposes and are contractually obligated to maintain strict confidentiality.

MainStreet Advisors' Privacy Statement is available to clients and prospective clients upon request.

Brochure Supplement (Part 2B of Form ADV)

Education and Business Standards

MainStreet Advisors ("Advisor") has established employment standards for individuals engaged in determining investment advice to be provided to Clients. Generally, Advisor requires a Bachelors Degree (or equivalent) from an accredited college, and/or an appropriate professional designation (such as Certified Financial Planner or CFA Charterholder), experience in the financial services industry, or such other qualifications as Advisor deems appropriate for the individual's position.

John Francis Crosson

Educational Background:

- Date of birth: 1969
- Institutions:
 - DePaul University (M.B.A. 1995)
 - Northern Michigan University (B.S. Financial Management, 1991)

Business Experience:

MainStreet Investment Advisors, LLC
Managing Director, June 2004 to present
Chief Compliance Officer, January 2010 to present

MainStreet Advisors
Owner, September 2003 to June 2004

Waterstone Financial Group
Portfolio Manager, September 2003 to March 2008

Feldman Securities Group, LLC
Portfolio Manager, October 1997 to August 2003
Other Business Activities: None
Additional Compensation: None
Supervision:

- John Crosson is a Managing Member.

Richard Jason Milton, CFA

Educational Background:

- Date of birth: 1972
- Institutions:
University of Iowa (B.A. Economics, 1995)

Business Experience:
MainStreet Investment Advisors, LLC
Managing Director, June 2004 to present

MainStreet Advisors
Portfolio Manager, January 2004 to June 2004

Waterstone Financial Group
Portfolio Manager, January 2004 to March 2008

Feldman Securities Group, LLC
Portfolio Manager, February 2001 to December 2003

KPMG LLP
Analyst, February 1998 to February 2001

American National Bank
Investment Officer, November 1995 to February 1998
Other Business Activities: None
Additional Compensation: None
Supervision:

- Richard is a Managing Director.

Brian McCormick McNamara, CFA

Educational Background:

- Date of birth: 1955
- Institutions:
DePaul University (M.B.A., 1989)
Kendall College (B.A. Business Administration, 1980)

Business Experience:
MainStreet Investment Advisors, LLC
Managing Director, June 2006 to present

Waterstone Financial Group
Portfolio Manager, June 2006 to March 2008

Feldman Securities Group, LLC
Managing Director, February 1989 to June 2006

Other Business Activities: None
Additional Compensation: None
Supervision:

- Brian is a Managing Director.

Alessandro Urbani

Educational Background:

- Date of birth: 1968
- Institutions:
University of Connecticut (B.A. Economics 1990)

Business Experience:

MainStreet Investment Advisors, LLC
Managing Director, January 2009 to present

Wright Investors Service
Senior Vice President, May 1994 to January 2009

JPMorgan Chase & Co
Trust Administrator, April 1991 to April 1994

Other Business Activities: None
Additional Compensation: None
Supervision:

- Alessandro is a Managing Director.

John Henry Sadjak, CFA

Educational Background:

- Date of birth: 1964
- Institutions:
University of Illinois, Urbana-Champaign (M.B.A., 1994)
University of Illinois, Urbana-Champaign (B.S. Finance, 1980)

Business Experience:

MainStreet Investment Advisors, LLC
Senior Portfolio Manager, January 2008 to present

Mercer Investment Consulting
Senior Consultant, November 2006 to May 2007

Merrill Lynch Investment Managers
Portfolio Manager, April 2001 to October 2006

Banc One Investment Advisors
Portfolio Manager, October 1999 to March 2001

Cole Taylor Bank
Portfolio Manager, September 1994 to October 1999

Other Business Activities: None
Additional Compensation: None
Supervision:

John is supervised by Alessandro Urbani, Managing Director. He reviews John's work through frequent office interactions as well as remote interactions.

Alessandro's contact information:

- Phone: 312-223-0270
- Email: aurbani@mainstreetadv.com

Andrew Joseph Walker

Educational Background:

- Date of birth: 1977
- Institutions:
 - Kellogg School of Management, Northwestern University (M.B.A., 2005)
 - Eastern Illinois University (B.S. Finance, 2000)

Business Experience:

MainStreet Investment Advisors LLC
Senior Portfolio Manager, May 2008 to present

LaSalle National Bank
Portfolio Manager, June 2000 to May 2008

Other Business Activities: None

Additional Compensation: None

Supervision:

Andrew is supervised by Alessandro Urbani, Managing Director. He reviews Andrew's work through frequent office interactions as well as remote interactions.

Alessandro's contact information:

- Phone: 312-223-0270
- Email: aurbani@mainstreetadv.com

Michael Allen Steele

Educational Background:

- Date of birth: 1974
- Institutions:
 - Loyola University (M.B.A., 2005)
 - DePaul University (B.S. Finance, 1999)

Business Experience:

MainStreet Investment Advisors, LLC
Portfolio Manager, June 2010 to present

Endurance Investment Management
Portfolio Manager, 2005 to June 2010

Other Business Activities: None

Additional Compensation: None

Supervision:

Michael is supervised by Alessandro Urbani, Managing Director. He reviews Michael's work through frequent office interactions as well as remote interactions.

Alessandro's contact information:

- Phone: 312-223-0270
- Email: aurbani@mainstreetadv.com

Ryan Patrick Layton

Educational Background:

- Date of birth: 1981
- Institutions:
 - Michigan Technological University (B.S. Finance, 2004)

Business Experience:

MainStreet Investment Advisors, LLC
Portfolio Manager, March 2011 to present

Wells Fargo Wealth Management Group

Assistant Vice President and Investment Manager, 2004 to February 2011

Other Business Activities: None

Additional Compensation: None

Supervision:

Ryan is supervised by Alessandro Urbani, Managing Director. He reviews Ryan's work through frequent office interactions as well as remote interactions.

Alessandro's contact information:

- Phone: 312-223-0270
- Email: aurbani@mainstreetadv.com

Igor Marjanovic

Educational Background:

- Date of birth: 1979
- Institutions:
 - Purdue University (M.B.A., 2007)
 - Purdie University (B.S. Accounting & Finance, 2003)

Business Experience:

MainStreet Investment Advisors, LLC
Portfolio Analyst, April 2010 to present

Peoples Bank

Investment Officer/Portfolio Analyst, May 2005 to July 2009

Commercial Credit Analyst, October 2003 to May 2005

Other Business Activities: None

Additional Compensation: None

Supervision:

Igor is supervised by Richard Milton, Managing Director. He reviews Igor's work through frequent office interactions as well as remote interactions.

Richard's contact information:

- Phone: 312-223-0270
- Email: rmilton@mainstreetadv.com

Dustin Bonnema**Educational Background:**

- Date of birth: 1985
- Institutions:
Northwestern College (B.A. Business Management 2007; B.A. Finance, 2007)

Business Experience:

MainStreet Investment Advisors, LLC
Portfolio Analyst, December 2009 to present
Investment Analyst, June 2007 to November 2009

Other Business Activities: None

Additional Compensation: None

Supervision:

Dustin is supervised by John Crosson, Managing Director. He reviews Dustin's work through frequent office interactions as well as remote interactions.

John's contact information:

- Phone: 312-223-0270
- Email: crossonj@mainstreetadv.com

Andrea Elise Reitman**Educational Background:**

- Date of birth: 1986
- Institutions:
University of Richmond (B.A. Spanish 2009; B.A. International Studies, 2009)

Business Experience:

MainStreet Investment Advisors, LLC
Compliance Officer, July 2010 to present

BridgePortfolio

Executive Assistant and Account Manager, July 2009 to July 2010

Other Business Activities: None

Additional Compensation: None

Supervision:

Andrea is supervised by John Crosson, Chief Compliance Officer. He reviews Andrea's work through frequent office interactions as well as remote interactions.

John Crosson's contact information:

- Phone: 312-223-0270
- Email: crossonj@mainstreetadv.com

Matthew Milburn Nichols**Educational Background:**

- Date of birth: 1985
- Institutions:
University of Kentucky (B.S. Finance and Economics, 2007)

Business Experience:

MainStreet Investment Advisors, LLC

Portfolio Analyst, December 2010 to present

Investment Analyst, December 2008 to December 2010

Sidley Austin LLP

Project Assistant, June 2007 to November 2008

Other Business Activities: None

Additional Compensation: None

Supervision:

Matthew is supervised by Michael Steele, Portfolio Manager. He reviews Matthew's work through frequent office interactions as well as remote interactions.

Michael's contact information:

- Phone: 312-223-0270
- Email: msteele@mainstreetadv.com

Alex O'Brien

Educational Background:

- Date of birth: 1988
- Institutions:

DePaul University (B.S. Finance and Business Management, 2010)

Business Experience:

MainStreet Investment Advisors, LLC

Investment Analyst, February 2011 to present

Other Business Activities: None

Additional Compensation: None

Supervision:

Alex is supervised by Michael Steele, Portfolio Manager. He reviews Alex's work through frequent office interactions as well as remote interactions.

Michael's contact information:

- Phone: 312-223-0270
- Email: msteele@mainstreetadv.com