

# **Pinney & Scofield, Inc.**

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## **Brochure Dated 3/20/2012**

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**This brochure provides information about the qualifications and business practices of Pinney & Scofield, Inc. If you have any questions about the contents of this brochure, please contact us at (617) 492-6223 or at [jim@pinneyandscofield.com](mailto:jim@pinneyandscofield.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 Pinney & Scofield, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**References herein to Pinney & Scofield, Inc. as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.**

## **Item 2           Material Changes**

There have been no material changes made to Pinney & Scofield, Inc.'s disclosure statement since last year's Annual Amendment filing on March 29, 2011.

## **Item 3           Table of Contents**

Item 1	Cover Page.....	1
Item 2	Material Changes.....	2
Item 3	Table of Contents.....	2
Item 4	Advisory Business.....	3
Item 5	Fees and Compensation.....	5
Item 6	Performance-Based Fees and Side-by-Side Management.....	6
Item 7	Types of Clients.....	6
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss.....	7
Item 9	Disciplinary Information.....	8
Item 10	Other Financial Industry Activities and Affiliations.....	8
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	9
Item 12	Brokerage Practices.....	9
Item 13	Review of Accounts.....	11
Item 14	Client Referrals and Other Compensation.....	12
Item 15	Custody.....	12
Item 16	Investment Discretion.....	12
Item 17	Voting Client Securities.....	13
Item 18	Financial Information.....	13

#### **Item 4            Advisory Business**

- A. Pinney & Scofield, Inc. (the “Registrant”) is a corporation formed on July 1, 2003 in the Commonwealth of Massachusetts. The Registrant is owned 50% each by James Pinney and Dean Scofield. Mr. Pinney and Mr. Scofield are the Principals and Directors of the Registrant.
- B. As discussed below, the Registrant offers to its clients (individuals, trusts and estates) the combined service of financial planning and investment management. The Registrant shall only be responsible for advising on financial situations/positions for which the client has made the Registrant aware.

The Registrant’s portfolio management method is based on the idea that markets are efficient and that market activity cannot be predicted. The Registrant believes that the most prudent method of investment management is the establishment of a fully diversified portfolio of passively managed factor and/or index funds. The allocation to fixed income is determined by the financial situation and risk preferences of the client. The allocation to equities is done by percent allocation of the portfolio across multiple asset classes. The portfolio structure is described by an Investment Policy Statement, signed by the client that describes both the desired asset class weights and also the parameters as to when the portfolio is to be rebalanced back to the policy weights. The management method then follows – periodic reviews of the portfolio by the Registrant, and a rebalancing back to policy weights when required, with capital flows and taxes taken into consideration, along with other factors. The Registrant makes no attempt to time or predict the future of the financial markets.

#### **INVESTMENT ADVISORY SERVICES**

The client can determine to engage the Registrant to provide discretionary investment advisory and financial planning combined services on a fee-only basis. The Registrant’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant’s management, generally between 0.25% and 0.75%.

Registrant's annual investment advisory fee shall include investment advisory services, and financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of the Registrant), the Registrant may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

#### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

To the extent specifically requested by a client, the Registrant may determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Registrant’s planning and consulting fees are negotiable, but generally range from \$150 to \$300 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Prior to engaging the Registrant to provide planning or consulting services, clients are generally required to enter into a Financial Planning and Consulting Agreement with Registrant setting forth

the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

## MISCELLANEOUS

**Non-Investment Consulting/Implementation Services.** The Registrant provides consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither the Registrant, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent, and no portion of the Registrant's services should be construed as same. Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

**Client Obligations.** In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

**Disclosure Statement.** A copy of the Registrant's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the Investment Advisory Agreement or Financial Planning and Consulting Agreement.

- C. The Registrant shall provide investment advisory services specific to needs of each client. Prior to providing investment advisory services, an investment adviser representative will discuss with each client, their particular investment objective(s). The Registrant shall allocate each client's investment assets consistent with their designated investment objective(s). Clients may, at anytime, impose restrictions, in writing, on the Registrant's services.

- D. The Registrant does not participate in a wrap fee program.
- E. As of December 31, 2011, the Registrant had \$284,847,485 in assets under management on a discretionary basis.

## Item 5 Fees and Compensation

- A. The client can determine to engage the Registrant to provide discretionary investment advisory and financial planning combined services on a fee-only basis.

### INVESTMENT ADVISORY SERVICES

If a client determines to engage the Registrant to provide discretionary investment advisory and financial planning combined services on a fee-only basis, the Registrant's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under the Registrant's management as follows:

<u>Market Value of Portfolio</u>	<u>Annual Fee %</u>
First \$2,000,000	0.75%
Next \$3,000,000	0.50%
Over \$5,000,000	0.25%

Registrant's annual investment advisory fee shall include investment advisory services, and financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of the Registrant), the Registrant may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

The fee schedule applies only to assets in brokerage account(s) or variable annuities for which the Registrant has a signed Limited Power of Attorney, Telephone Exchange Authorization or other written permission from the client. While the Registrant remains available to advise on other client investment assets ("non-managed assets"), it generally charges only on managed assets. **Please Note:** to the extent that the Registrant provides advice on any non-managed assets, such advice **does not** include investment implementation or the execution of transactions, nor ongoing investment management, supervision, monitoring, or reporting services. The client remains exclusively responsible for all decisions and transactions for all such investment assets. Should the client desire comprehensive investment advisory services with respect to any such non-managed assets, the client may engage the Registrant to provide same as part of managed assets.

### FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, the Registrant may determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$150 to \$300 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

- B. Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's Investment Advisory Agreement and the custodial/ clearing

agreement may authorize the custodian to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the event that the Registrant bills the client directly, payment is due within 15 days of receiving the Registrant's invoice. The Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that Charles Schwab and Co., Inc. ("Schwab") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).
- D. Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Registrant generally requires an initial minimum portfolio size of \$1,000,000 in managed assets for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum portfolio requirement based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The Investment Advisory Agreement between the Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the Investment Advisory Agreement. Upon termination, the Registrant shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. Neither the Registrant, nor its representatives accept compensation from the sale of securities or other investment products.

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

Neither the Registrant nor any supervised person of the Registrant accepts performance-based fees.

## **Item 7                      Types of Clients**

The Registrant's clients shall generally include individuals, trusts and estates. The Registrant generally requires an initial minimum portfolio size of \$1,000,000 in managed assets for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum portfolio requirement based upon certain criteria (i.e. anticipated future earning capacity,

anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

- A. Modern capital market theory holds that the asset allocation choice (among cash, bonds, and stocks) is the most important factor in determining the risk/return results of any portfolio. The Registrant believes this choice to be the critical one in investment advising, and concentrates on it in their financial planning. The Registrant's methodology in setting up and maintaining asset allocations uses the techniques of modern portfolio theory. The Registrant assumes that the capital markets are generally efficiently priced (i.e., they have already priced in all current knowledge and opinion about the possible future determinants of asset prices) and that therefore future market performance is inherently unpredictable. The Registrant thus holds that attempts to do "better than the market" through timing or the selection of a limited set of stocks are unwise.

Variation in investment performance can be explained in large part by policy decisions concerning asset class selection and the distribution of assets within classes. The Registrant attempts to create asset allocations that ensure that the stock component of the portfolio will not have to be sold when the market declines (as it inevitably does). The Registrant generally uses index and/or factor funds to create the desired portfolios, and maintain them using a rebalancing method that takes into consideration, among other things, the performance of the portfolio components, transaction costs, and the potential tax implications.

The Registrant allocates client investment assets among various equity and fixed income mutual funds on a discretionary basis in accordance with the client's designated investment objective(s). The percent allocation of the portfolio into each asset class is detailed in an Investment Policy Statement. Once the asset allocation has been approved by the client and an Investment Advisory Agreement signed, the Registrant implements this allocation by directing the purchase of mutual funds selected by the Registrant.

The Registrant monitors each client account and periodically rebalances as necessary to restore allocations to the levels of each client's specific investment policy. The decision to rebalance is a function of factors unique to each account, such as the particular investment policy being applied, the passage of time, available cash, etc. Therefore, the Registrant normally will be rebalancing different client accounts at different times.

Portfolio transactions will normally be confined to (a) the implementation of the Investment Policy Statement, including (i) the selection of, and investment in, investment vehicles initially selected by the Registrant for the pursuit of the general asset allocation targets set forth therein, and (ii) when appropriate in the Registrant's judgment (for example, when the Registrant determines that a fund no longer represents the same investment style), the selection of substitute investment vehicles for the continued pursuit of such targets, the sale or redemption of all or a portion of any such initial investment vehicle, and the reinvestment of the proceeds in such substitute investment vehicle; (b) the periodic rebalancing of the portfolio within the rebalancing parameters set forth in the Investment Policy Statement; (c) the investment of new cash and reinvestment of cash receipts in accordance with the Investment Policy Statement; and (d) the liquidation of

investments to meet the cash requirements of the client. At no time will these transactions include efforts to "time" or "predict the future" of the financial markets.

- B. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s). Investing in securities involves risk of loss that clients of the Registrant should be prepared to bear.

The Registrant's primary investment strategy is long term, buy and hold. This is a fundamental investment strategy. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop.

The Registrant makes no attempt to "time" or "predict" market action. Portfolios are fully invested at all times. The main risk therefore is portfolio volatility. The Registrant attempts to assess client volatility (risk) tolerance and to construct appropriate portfolios for each client. However, the Registrant may fail in the assessment, and the client may get more volatility than expected. The Registrant does financial planning and discusses levels of volatility to mitigate this risk – but it cannot be eliminated. Registrant believes it is because of, not in spite of, volatility that risky assets have higher expected rates of return than "riskless" assets.

- C. Currently, the Registrant uses mostly passive, index mutual funds. As with the Registrant's portfolios, index funds must always be fully invested in their respective asset class. Therefore, the Registrant believes that the principal risk of these securities is volatility.

## **Item 9            Disciplinary Information**

The Registrant has not been the subject of any disciplinary actions.

## **Item 10          Other Financial Industry Activities and Affiliations**

- A. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. The Registrant has no other relationship or arrangement with a related person that is material to its advisory business.
- D. The Registrant does not recommend or select other investment advisors for its clients.



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

- A. The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.

- B. Neither the Registrant nor any related person of Registrant recommends, buys, or sells for client accounts, securities in which the Registrant or any related person of Registrant has a material financial interest.
- C. The Registrant and/or representatives of the Registrant buys and sells securities that are also recommended to clients. Because the Registrant only buys open ended mutual funds for its clients, conflicts of interest such as scalping or front running cannot happen.

The Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of the Registrant's "Access Persons". The Registrant's securities transaction policy requires that Access Persons of the Registrant must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Registrant selects; provided, however that at any time that the Registrant has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. The Registrant and/or representatives of the Registrant may buy or sell securities, at or around the same time as those securities are recommended to clients. However, because the Registrant only invests in open ended mutual funds for its clients, this practice cannot produce a situation in which representatives of the Registrant are in a position to materially benefit from the sale or purchase of these securities. As indicated above in Item 11 C, the Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

**Item 12            Brokerage Practices**

- A. In the event that the client requests that the Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct the Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at Schwab. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets,

and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that the Registrant considers in recommending Schwab (or any other broker-dealer/custodian to clients) include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. The Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant may receive from Schwab (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist the Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist the Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Registrant to manage and further develop its business enterprise.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by the Registrant to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

**The Registrant's Chief Compliance Officer, James Pinney, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.**

2. The Registrant does not receive referrals from broker-dealers.
3. The Registrant does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-dealers or be able to “batch” the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

**Please Note:** In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant.

**The Registrant's Chief Compliance Officer, James Pinney, remains available to address any questions that a client or prospective client may have regarding the above arrangement.**

- B. To the extent that the Registrant provides investment management services to its clients, the transactions for each client account generally will be effected independently. Because the registrant only uses open ended mutual funds, the “bunching” of trades to obtain best execution does not arise. Therefore the Registrant cannot receive any additional compensation or remuneration as a result of such aggregation.

### **Item 13      Review of Accounts**

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Relationship Managers, the Registrant's Principals and Chief Compliance Officer. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with the Registrant on an annual basis.
- B. The Registrant may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian for the client accounts. The Registrant may also provide a written periodic report summarizing account positions and performance.

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

- A. As referenced in Item 12.A.1 above, the Registrant may receive an indirect economic benefit from Schwab. The Registrant, without cost (and/or at a discount), may receive support services and/or products from Schwab.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by the Registrant to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

**The Registrant's Chief Compliance Officer, James Pinney, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.**

- B. Neither the Registrant nor any related person directly or indirectly compensates any non-supervised person for client referrals.

## **Item 15            Custody**

Assets under the management of the Registrant are housed only at "qualified custodians". The Registrant shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis if the client agrees in writing. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian. The Registrant may also provide a written periodic report summarizing account positions and performance.

**Please Note:** To the extent that the Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by the Registrant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of the Registrant's advisory fee calculation.

## **Item 16            Investment Discretion**

The client can determine to engage the Registrant to provide investment advisory and financial planning combined services on a discretionary basis. Prior to the Registrant assuming discretionary authority over a client's account, client shall be required to execute an Investment Advisory Agreement, naming the Registrant as client's attorney and agent in fact, granting the Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage the Registrant on a discretionary basis may, at anytime, impose restrictions, **in writing**, on the Registrant's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe the Registrant's use of margin, etc).

## **Item 17          Voting Client Securities**

- A. As a matter of policy and as a fiduciary to clients of the Registrant, the Registrant will offer to vote proxies on its clients' behalf. However, the Registrant is aware and understands that not all clients will want to grant the Registrant such authority. The following proxy policy applies to those clients who grant the Registrant voting authority.

The Registrant shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the assets. The Registrant and/or the client shall correspondingly instruct each custodian of the assets to forward to the Registrant copies of all proxies and shareholder communications relating to the assets. It is the Registrant's general policy to vote proxies in what it considers to be the best interests of its clients. If mitigating circumstances and/or conflicts of interest arise, the circumstances or conflicts will be discussed by the Investment Committee. In such events, the Committee will inform the client and/or forward the proxy material to the client for their review/voting. Information pertaining to how the Registrant addressed any such circumstance or conflict shall be maintained by the Registrant. With respect to individual issuers, the Registrant may be solicited to vote on matters including corporate governance, adoption or amendments to compensation plans (including stock options), and matters involving social issues and corporate responsibility. With respect to investment companies (e.g., mutual funds), the Registrant may be solicited to vote on matters including the approval of advisory contracts, distribution plans, and mergers. The Registrant shall maintain records pertaining to proxy voting as required pursuant to Rule 204-2 (c)(2) under the Advisers Act. Copies of Rules 206(4)-6 and 204-2(c)(2) are available upon written request. In addition, information pertaining to how the Registrant voted on any specific proxy issue is also available upon written request.

- B. As discussed above in Item 17.A, unless directed otherwise the Registrant shall vote client proxies. To the extent that a client directs the Registrant that client shall vote proxies, the client will receive their proxies or other solicitations directly from their custodian. Clients may contact the Registrant to discuss any questions they may have with a particular solicitation.

## **Item 18          Financial Information**

- A. The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. The Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. The Registrant has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: The Registrant's Chief Compliance Officer, James Pinney, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**