

## **Cover Page**

**FORM ADV 2A: WRAP FEE PROGRAM BROCHURE**

**GM ADVISORY GROUP, INC.**

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This wrap fee program brochure provides information about the qualifications and business practices of GM Advisory Group, Inc. (“**GMAG**,” “**we**,” “**us**,” or “**our**”). If you have any questions about the contents of this brochure, please contact our Managing Principal and Chief Compliance Officer, Frank Marzano, at (631) 227-3900 or [fmarzano@gmadvisorygroup.com](mailto:fmarzano@gmadvisorygroup.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “**SEC**”) or by any state securities authority.

Additional information about GM Advisory Group, Inc. also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

We are a registered investment adviser under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). Our registration under the Advisers Act does not imply any level of skill or training.

## **ITEM 2: Material Changes**

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This Brochure dated March 2015, has been updated to replace the version from March 2014 with no material changes to note.

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## Item 4: Services, Fees and Compensation

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### Wrap Fee Program

GMAG charges an annual “wrap-fee” for participation in the Program. The wrap-fee will be charged as a percentage of assets under management, as follows:

Assets Under Management	Annual % Fee
Initial \$500,000	2.00%
Next \$500,000	1.75%
Next \$1,000,000	1.25%
Next \$2,000,000	1.00%
Next \$4,000,000	0.75%
All Additional	0.50%

The wrap-fee includes all advisory and brokerage costs (including transaction costs), quarterly performance reports, third party custodial fees, exchange fees and transfer taxes.

**Fee Differentials:** In certain circumstances, GMAG, in its sole discretion, may charge a different wrap fee (higher or lower) based upon certain criteria (i.e., complexity of the engagement, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). Certain Program clients may be subject to different fee schedule that was established prior to the registration of **GMAG**.

**Fee Calculation:** The fee charged is calculated as described above and is 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 an advisory client, pursuant to Section 205(a)(1) of the Investment Advisers Act of 1940, as amended (hereinafter the “Act”).

**Fee Payment:** Clients will be charged in advance at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value, plus any credit balance or minus any debit balance), of the client's account at the end of the previous quarter. Fees are prorated for accounts opened during the quarter. An additional fee for the current quarter will be assessed if assets are deposited after the beginning of the quarter, prorated based on the number of calendar days remaining in the quarter during which the service will be in effect. No portion of the fee will be credited to the client for the current calendar quarter should any withdrawals from the portfolio occur in the same calendar quarter.

**Termination of Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of prior written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. The client has the right to terminate an agreement without penalty within five (5) business days after entering into the agreement.

**Mutual Fund Fees and Expenses:** All fees paid to GMAG for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and exchange traded funds to their shareholders. These fees will generally include a management fee, other fund expenses, and a possible

distribution fee. A client could invest in a mutual fund directly, without the services of GMAG. In that case, the client would not receive the services provided by GMAG which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds (available in each fund's prospectus) and the fees charged by GMAG to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

**Other Fees Clients Will Pay:** The Program's wrap fee does include certain charges and administrative fees, including, but not limited to, transaction charges (excluding mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than PershingSchwab, transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the Program's wrap fee.

### **Purchasing Services Separately**

Execution, reporting, and custodial services for the Wrap Fee Program are provided by Pershing Advisor Solutions, LLC ("**Pershing**"), Schwab Advisor Services division of Charles Schwab & Co., Inc. ("**Schwab**"), and/or Millennium Trust Company ("**Millennium**"). Additionally, Wrap Fee Program accounts are currently maintained at Pershing and Schwab. Prior to engaging GMAG to provide investment management services under the Wrap Fee Program, each client will be required to enter into a formal investment advisory agreement with GMAG setting forth the terms and conditions under which GMAG shall manage each such client's assets, and a separate custodial/clearing agreement with the Wrap Fee Program broker-dealer and custodian (currently Pershing and Schwab). Inasmuch as GMAG will pay to Pershing and/or Schwab the transaction/execution costs associated with equities transactions, a potential disincentive to trade securities may be presented. When beneficial to the client, as determined by GMAG in its sole discretion, individual equity and fixed income transactions may be affected through broker-dealers with whom GMAG has entered into arrangements for prime brokerage clearing services.

Participation in the Wrap Fee Program may cost more or less than purchasing such services separately. Depending upon the percentage wrap fee charged by GMAG, the amount of portfolio activity in a client's account, and the value of custodial and other services provided with respect to such client's account, the wrap fee charged to such client may or may not exceed the aggregate cost of the services provided to such client if such services were provided separately or if GMAG were to negotiate transaction fees and seek best price and execution of transactions for such client's account. In addition, the fees charged by GMAG for participation in the Wrap Fee Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

### **Other Fees**

#### **Mutual Fund Fees and Expenses**

If a wrap fee client invests in mutual funds or exchange traded funds, they may be charged fees and expenses by such funds that are separate and distinct from the Program Fee. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. Clients are not restricted from investing in mutual or exchange traded funds directly, without the services of GMAG, however in that event they would not receive the services provided by GMAG which are designed, among other things, to assist the client in determining which mutual or exchange traded funds are most

appropriate to each client's financial condition and objectives. Accordingly, clients should compare the fees charged by the funds (available in each fund's prospectus) and the fees charged by GMAG to fully understand the total amount of fees to be paid by the client and thereby evaluate the advisory services GMAG provides.

### **Financial Planning & Similar Fees**

From time to time GMAG provides certain financial planning and advisory services to its clients on non-investment related matters. Although GMAG generally considers these services, in its sole discretion, incidental to the services it provides under the Wrap Fee Program, GMAG may determine to provide such services on an hourly or fixed fee basis, separate and apart from the Wrap Fee Program. In that event, and in GMAG's sole discretion, GMAG may set forth and describe the provision of such financial consulting services (including the dollar amount of any hourly or fixed fees charged in connection therewith) in a separate agreement between GMAG and any applicable clients. Such agreements may include, without limitation, financial planning agreements and limited consulting agreements, each of which set forth the terms and conditions of the engagement, including by describing the scope of the services to be provided and the portion of the fee that is due from a client prior to GMAG commencing the applicable services. GMAG's obligations are expressly limited to the planning and consulting services specifically requested by each client and agreed to by GMAG.

### **Miscellaneous Fees**

The Program Fee does not include certain charges and administrative fees, including, but not limited to, transaction charges (excluding mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than Pershing or Schwab (who generally provide execution, reporting, and custodial services for the Wrap Fee Program), transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the Program's wrap fee.

**Item 5: Account Requirements and Types of Clients**

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GMAG imposes no requirements to open or maintain an account under the Wrap Fee Program. Wrap Fee Program clients are not required to place a minimum amount of assets with a portfolio manager and they are not required to maintain a minimum account size.

GMAG generally provides investment advice to individuals, high net worth individuals, trusts, estates, charitable organizations, and business entities.

## Item 6: Portfolio Manager Selection and Evaluation

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### Advisory Business

As noted above, we primarily provide discretionary investment management services to our managed account clients on a wrap fee basis in accordance with the Wrap Fee Program. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy and create and manage a portfolio based on that policy, consisting of one or more of the following: individual equities, bonds, exchange traded funds, no-load or load-waived mutual funds, or other investment vehicles. Each client retains individual ownership of such client's securities.

We use a variety of different sources of financial information to analyze securities including financial publications, inspections of corporate activities, research materials and reports, corporate rating services, annual reports, prospectuses, SEC filings, and company press releases. Research services are received in various forms, which include written reports and information obtained via electronic sources including the internet.

We are also available to provide our clients with financial planning services as well as financial advice on non-investment related matters, to the extent the client specifically requests such services. We can recommend the services of other professionals, including licensed insurance agents, however our clients are under no obligation to engage the professionals we recommend. GMAG does not guarantee the services of any such recommended professional, and shall not be liable for any action, omission, recommendation, decision, or loss resulting from or in connection with the services of any such recommended professional.

The advisory services GMAG provides to its managed account clients are customized based upon each client's unique needs, objectives, and concerns. Client goals and objectives are clarified in meetings and via correspondence, and are used to determine the course of action for each individual client. The goals and objectives for each client are documented and saved in electronic client files. Each client has the opportunity to place reasonable written restrictions on the types of investments that will be made on such client's behalf. However, unless a client has advised GMAG in writing to the contrary, GMAG is not subject to restrictions with respect to the management of a particular managed account client's assets.

Although most of our managed account clients choose to participate in the Wrap Fee Program, there is no substantive difference between how we manage wrap fee accounts and how we manage other managed accounts.

### Performance Based Fees and Side by Side Management

An affiliate of GMAG serves as the General Partner of the GMAG Diversified Opportunity Fund, L.P. (the "**Fund**"), also an affiliate of GMAG, and receives an incentive allocation from the annual net gains of the Fund. GMAG, the Fund's investment manager, receives a management fee from the Fund and management fees / the Performance Fee from managed account clients.

Performance based fee arrangements may create an incentive for us to recommend investments that may be riskier or more speculative than those that we may recommend under a different fee arrangement. In the allocation of investment opportunities, performance based fee arrangements may



also create (i) an incentive for us to favor accounts with performance or incentive fee arrangements over accounts that are not charged, or from which we will not receive, a performance fee; and (ii) an incentive for us to favor accounts from which we will receive a greater performance fee over accounts from which we will receive a lesser performance fee. We have adopted aggregation and allocation of investments procedures (the “**Allocation Procedures**”) designed to ensure that all of our clients are treated fairly and equally and to prevent this form of conflict from influencing the allocation of investment opportunities among our clients. We will offer clients the right to participate in all investment opportunities that we determine are appropriate for the client in view of relative amounts of capital available for new investments, the investment programs, and the portfolios of our clients. In accordance with our Allocation Procedures, we will endeavor to treat each of our clients in a fair and equitable manner.

GMAG provides investment supervisory, financial planning, and/or investment consulting services on a discretionary and/or non-discretionary basis in managed accounts to various clients who may also become investors in the Fund. GMAG may also recommend an investment in the Fund to one or more of its managed account clients, as appropriate, based upon the investment objectives, strategies and suitability of such clients. GMAG regularly monitors the performance and investment portfolio of its managed accounts and simultaneously manages the investment activities of the Fund. This may result in potential or actual conflicts of interest between and among the Fund and such other business activities. For example, GMAG may determine in its sole discretion to allocate certain investment opportunities to the Fund and not to the managed accounts (or vice versa), or to one or more managed accounts and not to all managed accounts or the Fund. GMAG may also pursue and execute trades in the same or different securities for each of the Fund and one or more managed accounts at different times, which may contribute to different performance results among the Fund and the managed accounts. GMAG may purchase securities for a managed account or the Fund at the same time as GMAG sells such securities for other clients of GMAG, or sell securities for a managed account or the Fund at the same time as GMAG purchases such securities for other clients of GMAG. That is, conflicts of interest between a particular managed account, the Fund, and other managed accounts could exist, including with respect to the allocation of investment opportunities, time and resources among the Fund and such managed accounts.

As noted above, GMAG, as part of an overall client asset allocation strategy, may recommend that a managed account client consider allocating a portion of such client’s investment assets among private investment funds, including the Fund. If the client determines to invest in a private investment fund recommended by GMAG, GMAG may be compensated based upon the value of the assets placed in private investment funds in accordance with the Program Fee schedule. The Program Fee paid to GMAG is in addition to the fees paid to the private investment fund sponsors and managers, as set forth in the offering documents of any such private investment funds. Notwithstanding the foregoing, GMAG does not charge its managed account clients a Program Fee on that portion of their assets that are invested in the Fund. However, GMAG and the General Partner will charge such clients the Management Fee and Incentive Allocation, as discussed above. The decision whether to invest in a fund (including the Fund) always rests with each managed account client, after such client has received and reviewed the fund’s offering materials (including a confidential private placement memorandum that details, among other things, the terms, risks and conflicts of interest pertaining to an investment in such fund).

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

The primary investment strategy we use for client accounts is strategic asset allocation.

GMAG utilizes a variety of different sources of financial information in connection with its analysis of securities, which sources include financial publications, inspections of corporate activities, research materials and reports, corporate rating services, annual reports, prospectuses, SEC filings, and company press releases. Research services are received in various forms, which may include, without limitation, written reports and information obtained via electronic sources including the internet. Employees of GMAG also attend industry conferences.

Frank Marzano and other research analysts on GMAG's staff will review each person/firm that manages a privately placed pooled investment vehicle for which an investment is being considered through one or more of the following methods of due diligence: meetings/ongoing conference calls with such persons and his or her staff; verification of references; background reviews with respect to regulatory matters, education and professional history; reviews of audited financial statements; and verification of performance claims.

Investing in securities involves a risk of loss that clients should be prepared to bear.

### **Voting Client Securities**

GMAG does not vote proxies for its managed account clients. Clients maintain exclusive responsibility 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 client's investment assets. GMAG and/or the client instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

If GMAG inadvertently receives proxy information for a security held in a managed account client's account, GMAG will immediately forward such information to the appropriate managed account client, but will not, and will not be obligated to, take further action with respect to the voting of such proxy. Upon termination of its agreement with a managed account client, GMAG shall make a good faith and reasonable attempt to forward proxy information received by GMAG on behalf of such managed account client to the forwarding address provided by such client to GMAG.

GMAG affirmatively disclaims responsibility for voting (by proxies or otherwise) on, and will not take any action with regard to, all matters (other than forwarding proxies and proxy information to managed account clients) for which shareholder action is required or solicited with respect to securities beneficially held by a client's managed account, including, without limitation, (i) all matters relating to class actions, including without limitation, matters relating to opting in or opting out of a class and approval of class settlements and (ii) all matters relating to bankruptcies or reorganizations.

Frank Marzano remains available to address any questions that a client may have regarding proxy solicitations.

**Item 7: Additional Information**

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To the best of our knowledge, there are not any legal or disciplinary events that are material to our clients' evaluation of our advisory business or the integrity of our management.

**Other Financial Industry Activities and Affiliations**

There is no limit on the number of vehicles or accounts that may be managed or advised by GMAG and its affiliates. As GMAG manages multiple client accounts, including the Fund, it may have conflicts of interest in allocating time, resources and investments to such accounts.

GMAG provides investment supervisory, financial planning, and/or investment consulting services on a discretionary and/or non-discretionary basis in managed accounts to various clients who may also become investors in the Fund. GMAG may also recommend an investment in the Fund to one or more of its managed account clients, as appropriate, based upon the investment objectives, strategies and suitability of such clients. GMAG regularly monitors the performance and investment portfolio of its managed accounts and simultaneously manages the investment activities of the Fund. This may result in potential or actual conflicts of interest between and among the Fund and such other business activities. For example, GMAG may determine in its sole discretion to allocate certain investment opportunities to the Fund and not to the managed accounts (or vice versa), or to one or more managed accounts and not to all managed accounts or the Fund. GMAG may also pursue and execute trades in the same or different securities for each of the Fund and one or more managed accounts at different times, which may contribute to different performance results among the Fund and the managed accounts. GMAG may purchase securities for a managed account or the Fund at the same time as GMAG sells such securities for other clients of GMAG, or sell securities for a managed account or the Fund at the same time as GMAG purchases such securities for other clients of GMAG. That is, conflicts of interest between a particular managed account, the Fund, and other managed accounts could exist, including with respect to the allocation of investment opportunities, time and resources among the Fund and such managed accounts.

GMAG, as part of an overall client asset allocation strategy, may recommend that a managed account client consider allocating a portion of such client's investment assets among private investment funds, including the Fund. If the client determines to invest in a private investment fund recommended by GMAG, GMAG may be compensated based upon the value of the assets placed in private investment funds in accordance with the Program Fee schedule. The Program Fee paid to GMAG is in addition to the fees paid to the private investment fund sponsors and managers, as set forth in the offering documents of any such private investment funds. Notwithstanding the foregoing, GMAG does not charge its managed account clients a Program Fee on that portion of their assets that are invested in the Fund. However, GMAG and the General Partner of the Fund will charge such clients a management fee and incentive allocation (i.e., a percent of gain). The decision whether to invest in a fund (including the Fund) always rests with each managed account client, after such client has received and reviewed the fund's offering materials (including a confidential private placement memorandum that details, among other things, the terms, risks and conflicts of interest pertaining to an investment in such fund).

Mr. Marzano, who also serves as GMAG's chief compliance officer (the "CCO"), remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding actual or perceived conflict of interest any such arrangement may create.

## Code of Ethics

GMAG has adopted a Code of Ethics (the “**Code of Ethics**”) for all supervised persons of GMAG describing its high standard of business conduct and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at GMAG must acknowledge the terms of the Code of Ethics annually, or as amended.

GMAG has implemented an investment policy relative to personal securities transactions. This investment policy is part of GMAG’s overall Code of Ethics which serves to establish a standard of business conduct for all of GMAG’s associated persons that is based upon fundamental principles of openness, integrity, honesty and trust. GMAG’s clients or prospective clients may request a copy of GMAG’s Code of Ethics by contacting Frank Marzano.

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

GMAG anticipates that, in appropriate circumstances, consistent with clients’ investment objectives, it may cause accounts over which GMAG has management authority to effect, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which GMAG, its affiliates and/or clients, directly or indirectly, have a position of interest. GMAG’s employees and persons associated with GMAG are required to follow GMAG’s Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of GMAG and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for GMAG’s clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of GMAG will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code of Ethics certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of GMAG’s clients. In addition, the Code of Ethics requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and is structured to reasonably prevent conflicts of interest between GMAG and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with GMAG’s obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. GMAG will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the trade order.

It is GMAG’s policy that GMAG will not affect any principal or agency cross securities transactions for client accounts. GMAG will also not effect cross trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal

transaction may also be deemed to have occurred if a security is crossed between an affiliated hedge fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer.

### **Review of Accounts**

Wrap program accounts are reviewed by the Managing Principal, Frank Marzano, and associated persons. While the underlying securities within these client accounts are continuously monitored, such accounts are formally reviewed at least quarterly. 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. All managed account clients are advised that it remains their responsibility to advise GMAG of any changes in their investment objectives or financial situation. All managed account clients are encouraged to comprehensively review financial planning issues (to the extent applicable), investment objectives, and account performance, with GMAG (in person or via telephone) on an annual basis.

Managed account clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts and applicable mutual fund companies or partnerships. Those managed account clients to whom GMAG provides investment advisory services will receive quarterly performance reports and trade confirmations in connection with each transaction effected with respect to such client's account. Managed account clients are encouraged to contact GMAG to discuss ongoing access to account information for their accounts.

### **Client Referrals and Other Compensation**

We do not compensate any person, either directly or indirectly, for client referrals who is not our supervised person.

### **Financial Information**

We are not required to attach a balance sheet because we do not require or solicit the payment of fees six months or more in advance.

We have no financial condition that is reasonably likely to impair our ability to meet contractual and fiduciary commitments to our clients.

We have never been the subject of a bankruptcy petition.