

Part 2A of Form ADV: Firm Brochure

Item 1 Cover Page

ALESCO ADVISORS LLC

Principal Office:

120 Office Park Way

Pittsford, NY 14534

Phone: (585) 586-0970

Toll Free: (800) 277-3440

Email: info@alescoadvisors.com

Website: www.alescoadvisors.com

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This brochure provides information about the qualifications and business practices of Alesco Advisors LLC (heretofore referred to as “Alesco”). If you have any questions about the contents of this brochure, please contact us at (585) 586-0970. 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 Alesco also is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 Material Changes

Since Alesco's annual Brochure filing on March 23, 2016, there have been some material changes made to this document.

In April 2016, Alesco opened an office in San Francisco, California. Additionally, in November 2016, Alesco opened an office in Buffalo, New York. These two locations are branch offices of the firm, with the principal office located in Pittsford, New York. The address of the San Francisco location is One Market Street; Spear Tower; 36th Floor, Office 3624; San Francisco, CA 94105. The address of the Buffalo location is 120 West Tupper Street; Buffalo, NY 14201.

Additionally, Alesco entered into three Solicitor Arrangements in 2016. A Solicitor Arrangement is an agreement between an adviser (Alesco, in this case) and an outside party that is not affiliated with Alesco (the solicitor). The solicitor is compensated for introducing prospective clients to Alesco. The arrangement is disclosed to each client that is introduced to Alesco by a solicitor. The client must sign a document which discloses the material aspects of the agreement. Prior to opening an account that will be managed by Alesco, the client is also provided a copy of Alesco's Form ADV Part 2a. These arrangements are described in greater detail in Items 4 (Advisory Business) and 5 (Fees and Compensation).

Item 15 (Custody) was updated in the 2017 filing to include a disclosure of an employee serving as a trustee for an Alesco-managed client.

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Item 4 Advisory Business

Alesco is a limited liability corporation, with an office located in Pittsford, New York. Alesco was founded in 2000 by James G. Gould, who maintains primary ownership and is also the president. See Alesco's ADV Part 1 for a more in-depth list of individuals with a material ownership interest.

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Alesco provides investment management services primarily to institutions (such as foundations, endowments, for-profit organizations, retirement plans, trusts, and estates) and high net worth individuals. In the case of individuals, limited financial, tax, estate and insurance planning are provided to the extent agreed upon by the individuals and Alesco. The planning aspects are conducted in conjunction with the client's other advisors.

Of the clients that Alesco currently services, most clients grant day-to-day management authority to Alesco. This is accomplished through a pre-arranged investment management agreement or with an investment policy statement. Prior to managing client assets, an asset allocation plan is discussed with each client. Other information, such as client investment restrictions, fees (see Item 5), and the client's tax situation, is gathered by Alesco prior to trading the account. Alesco will then make investments for the client with a view to achieving the client's financial goals.

In certain instances, Alesco is hired by a client to perform various consultative services. The extent of these services is pre-determined by Alesco and the client prior to entering into an agreement. Some examples of these services would include, but are not limited to, consolidated reporting, asset allocation recommendations, recommendations on securities held, and retirement plan advisory services (including employee education and security recommendations). In these instances, Alesco may not have discretionary investment authority – it will only make recommendations. Alesco may also act as a subadvisor for clients' accounts. For example, Alesco may share investment advisory responsibilities with another advisor or third-party (such as a retirement plan administrator).

From 2014 through 2016, Alesco entered into five separate Solicitor Arrangements. A Solicitor Arrangement is an agreement between an adviser (Alesco, in this case) and an outside party that is not affiliated with Alesco (the solicitor). The solicitor is compensated for introducing prospective clients to Alesco. The arrangement is disclosed to each client that is introduced to Alesco by the solicitor. The client must sign a document which discloses the material aspects of the agreement. Prior to opening an account that will be managed by Alesco, the client is also provided a copy of Alesco's Form ADV Part 2a. These arrangements are discussed in greater detail in Item 5.

In 2009, Alesco entered into three "wrap" programs. These are programs that combine several services (such as investment management, asset custody, and brokerage commissions) together for a single predetermined "wrap" (or bundled) fee. Generally, clients participating in a wrap fee program pay this single, all-inclusive fee quarterly (or at some other pre-arranged interval) in advance to the program sponsor, based on the net assets under management and any additional investment-related services provided. Alesco receives from the sponsor a portion of the wrap fee for the portfolio management services it provides, that may be less or more than the fees received from direct clients of similar size and mandate. Each program sponsor has prepared a brochure which contains detailed information about its wrap fee program, including the wrap fee charged. Copies of each brochure are available from the program sponsor upon request. The wrap program sponsor has retained Alesco through a separate investment advisory contract. Wrap program clients should note that Alesco will execute transactions for their accounts through the wrap sponsor. Execution prices through a wrap sponsor may be less favorable in some respects than Alesco's clients whose trades are not executed through the wrap sponsor. This is because Alesco may not have the ability to negotiate price or take advantage of combined orders or volume discounts. Wrap program sponsors may limit (or altogether prohibit) Alesco's ability to purchase certain mutual funds that would typically be held in a standard Alesco-managed account. In these instances, a comparable exchange traded fund is used as an alternative. This could have a small effect on the overall performance of the account when compared with non-wrap program accounts.

Alesco participates as an investment manager with discretionary trading authority in the following wrap programs (program sponsors are listed parenthetically):

- LPL Financial Manager Access Select Program (LPL Financial Corporation)
- LPL Financial Manager Select (LPL Financial Corporation)
- UBS Financial Services (UBS Financial Services Group): *Please note Alesco only participates in this program at the “regional” level and is not on the national platform.*

Separately, in 2011 Alesco recently entered into a “model program” (also known as an overlay program) arrangement with RBC Wealth Management. Under this program, Alesco provides RBC (known as the program sponsor) with an asset allocation for a model portfolio and provides updates of the model portfolio on a regular basis. RBC has investment discretion to accept, reject, or modify Alesco’s trade recommendations and apply them to their clients’ accounts. As a result, Alesco does not classify these accounts as discretionary assets under management. RBC is solely responsible to execute transactions and for providing best execution for such trades. RBC receives payment directly from the client, and compensates Alesco a percentage of the fee received. The program is formally referred to as the Consulting Solutions Program.

In 2016, Alesco entered into an automated investing program with Schwab Wealth Investment Advisory, Inc. We provide portfolio management services through Institutional Intelligent Portfolios™, an online investment management platform for use by independent investment advisors and sponsored by Schwab Wealth Investment Advisory, Inc. Through this program, we offer clients a range of investment strategies we have constructed and manage, each consisting of a portfolio of exchange traded funds and a cash allocation. The client may instruct us to exclude up to three ETFs from their portfolio. The client’s portfolio is held in a brokerage account opened by the client at Charles Schwab and Company (“Schwab”), an affiliate of Schwab Wealth Investment Advisory, Inc. We are independent of and not owned by, affiliated with, or sponsored or supervised by Schwab and its affiliates. The program is described to clients in the Schwab Wealth Investment Advisory, Inc. Institutional Intelligent Portfolios™ Disclosure Brochure, which is delivered to clients by Schwab during the online enrollment process. We, and not Schwab, are the client’s investment advisor and primary point of contact with respect to the program. We are solely responsible, and Schwab is not responsible, for determining the appropriateness of the Program for the client, choosing a suitable investment strategy and portfolio for the client’s investment needs and goals, and managing that portfolio on an ongoing basis. We have contracted with Schwab to provide us with the technology platform and related trading and account management services for the program. This platform enables us to make the program available to clients online and includes a system that automates certain key parts of our investment process. This system includes an online questionnaire that helps us determine the client’s investment objectives and risk tolerance and select an appropriate investment strategy and portfolio. Clients should note that we will recommend a portfolio via the system in response to the client’s answers to the questionnaire. The client may then indicate an interest in a portfolio that is one level less or more conservative or aggressive than the recommended portfolio, but we then make the final decision and select a portfolio based on all the information we have about the client. The system also includes an automated investment engine through which we manage the client’s portfolio on an ongoing basis through automatic rebalancing and tax-loss harvesting (if the client is eligible and elects). We do not receive a portion of a wrap fee for our services to clients through this program. Clients do not pay fees to Schwab Wealth Investment Advisory, Inc. in connection with the program (but Alesco charges a fee for our services as described in Item 5). Our fees are not set or supervised by Schwab. Clients do not pay brokerage commissions or any other fees to Schwab Wealth Investment Advisory, Inc. as part of the program. Schwab does receive other revenues in connection with the program, as described in the Program Disclosure Brochure. We do not pay Schwab for its services in the program so long as we maintain \$100 million in client assets in accounts at Schwab that are not enrolled in the program. If we do not meet this condition, then we pay Schwab an annual fee of .10% on the value of our clients’ assets in the program. This fee arrangement gives us an incentive to recommend or require that our clients with accounts not enrolled in the program be maintained with Schwab. Program portfolios managed by Alesco are under no obligation to purchase or sell the same securities that it may be purchasing or selling for other portfolios under its management.

Alesco’s current regulatory Assets Under Management (as stated in its Part 1 of Form ADV) is approximately \$2,837,534,094 as of March 27, 2017. In addition to Alesco’s Assets Under Management, Alesco provides consulting services, where Alesco does not have discretionary (or non-discretionary) trading authority, but provides advice on investment policy, security selection, investment manager analysis, and/or consolidated reporting. Alesco

is paid a fee for these consulting services. As of March 27, 2017, the total of these assets was approximately \$457,934,127.

Item 5 Fees and Compensation

In most cases, client advisory fees are based on assets under management (in certain instances, Alesco will negotiate a fixed fee amount with the client, but these instances are generally rare). Alesco's tiered fee schedule for managed accounts is provided below:

- .60% annually for amounts between \$0-\$1,000,000
- .40% annually for amounts between \$1,000,000-\$10,000,000
- .35% annually for amounts between \$10,000,000-\$50,000,000
- .30% annually for amounts above \$50,000,000

Generally, fees are billed semi-annually in advance for a six-month period. Should an account terminate, a prorated rebate will be issued to the client for unearned fees. If the client terminates the Investment Management Agreement within the first five days after both parties have signed, he or she may do so without advance notice and any prepaid fees will be returned in their entirety. Although the fee schedule displayed above represents the standard management fees charged by Alesco, fees may be negotiable. This is determined on a case-by-case basis, and any variation from the above fee schedule must be approved by a senior manager at Alesco. Starting in 2013, clients that are new to Alesco may be charged a minimum management fee that could effectively be higher than the fee that would be generated using the above fee schedule. This would generally apply to accounts that are under Alesco's stated minimum account size. The presence of a minimum fee is fully disclosed to the client prior to signing an investment management agreement with Alesco.

From 2014 through 2016, Alesco entered into two separate Solicitor Arrangements. A Solicitor Arrangement is an agreement between an adviser (Alesco, in this case) and an outside party that is not affiliated with Alesco (the solicitor). The solicitor is compensated for introducing prospective clients to Alesco. The arrangement is disclosed to each client that is introduced to Alesco by a solicitor. The client must sign a document which discloses the material aspects of the agreement. Prior to opening an account that will be managed by Alesco, the client is also provided a copy of Alesco's Form ADV Part 2a.

For an agreement established in 2014, the solicitor is a New York State-based Registered Investment Adviser. The client could be charged a management fee rate greater than the rate established by Alesco's standard fee schedule (disclosed above). The solicitor may provide additional services to the client and the all-inclusive management fee rate is disclosed to the client prior to hiring Alesco as an investment manager.

For all other agreements, the client is not charged a management fee greater than the rate established by Alesco's standard fee schedule (disclosed above).

As discussed in Item 4, Alesco participates as an investment manager in three wrap programs and one model (overlay) program. Though a client participating in these programs does not pay Alesco directly, a portion of the fee that they pay to the program sponsor is paid to Alesco in accordance to an agreement that Alesco has with each of the program sponsors. The total wrap fee is greater than the fee charged directly to clients of Alesco that do not participate in these programs. However, the minimum account size accepted by Alesco is lower for clients in wrap programs. There are additional services provided by the wrap program sponsor that could also increase the overall wrap fee. Alesco does not have any control over the fee charged to the individual wrap program client.

As discussed in greater detail in Item 4, Alesco entered into an automated investing program with Schwab Wealth Investment Advisory, Inc. Alesco serves as an investment manager in this program, known as the Institutional Intelligent Portfolios™ program. Alesco charges the client an investment management fee for its services. If the client's account exceeds \$1 million, the management fee charged to the client would exceed the rate stated above in the tiered fee schedule. The full fee charged by Alesco is disclosed to the client of the program in an investment management agreement. Clients of the program do not pay fees to Schwab Wealth Investment Advisory, Inc. or brokerage commissions or other fees, but Schwab does receive other revenues in connection with the program, as described in the Program Disclosure Brochure. Brokerage arrangements are further described in Item 12.

Alesco furnishes investment consultative services (for a full description of these services, see paragraph four of Item 4 in this document). Fees for consulting services are negotiated on an individual client basis taking into account the nature and amount of services and size of the account.

Typically, fees are deducted directly from a client's account. A client receives a notice of the management fee (usually mailed), which discloses the amount of fees deducted from the account. A client also receives a statement from their independent custodian, which would reveal this amount after it is deducted. As an alternative, the client has the option to be invoiced for management fees, rather than having the fee deducted directly from the account.

Brokerage commissions and miscellaneous brokerage fees (such as wiring fees or asset transfer fees) may also be incurred. When Alesco has the authority to select a broker-dealer custodian, minimizing these costs is taken into consideration during the selection process. These fees would be disclosed on a custodian statement and are also available from Alesco upon request. Separately, mutual fund and exchange traded fund expenses would affect the performance of an individual security held in a client's portfolio. These expenses would be embedded in the unit price of a security and would not be listed on a client's custodial statement. The expense ratio (the percentage of fees charged annually on an individual security) is available in the fund's prospectus (also, Alesco can provide this information to the client upon request). Alesco does not recommend the use of "load funds."

Alesco does not accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. Alesco may choose brokers or dealers to compensate them for client referrals. This only occurs when Alesco reasonably believes that the broker or dealer will provide a combination of price, execution, and other services at least equal to other brokers or dealers it would ordinarily select.

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

Alesco does not charge performance-based fees. Typically, Alesco charges an asset-based fee, which is based on a percentage of assets managed. For a full discussion of Alesco's fee arrangements, please see Item 5 in this document.

Item 7 Types of *Clients*

Alesco has a stated account minimum of \$3 million (for the purposes of this minimum, an account may be defined as a “client relationship,” which could consist of multiple accounts). In many instances, this minimum account size has been relaxed to accommodate smaller relationships that Alesco feels may have the potential to achieve this minimum value. As stated in Item 5, clients participating in a wrap program or a model program have a minimum account size far less than the \$3 million minimum. Alesco negotiates this minimum size with the wrap program sponsors. For greater detail on this, see Item 5.

For the Institutional Intelligent Portfolios™ program that is discussed in Item 4, the program sponsor (Schwab Wealth Investment Advisory, Inc.) restricts the types of accounts that can be opened in this program. Clients eligible to enroll in the program include individuals, IRAs, and revocable living trusts. Clients that are organizations (such as corporations and partnerships) or government entities, and clients that are subject to the Employee Retirement Income Security Act of 1974, are not eligible for the program. The minimum investment required to open an account in the program is \$20,000 (with a minimum “relationship size” of \$50,000 per client). This minimum may be relaxed from time-to-time, based on Alesco’s discretion. The Program Disclosure Brochure, which is provided to the client during the account enrollment process) describes related minimum required account balances for maintenance of the account, automatic rebalancing, and tax-loss harvesting.

For a more complete discussion regarding the different types of clients to whom Alesco generally provides investment advice, see Item 4 in this document.

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

Alesco invests its clients' assets in accordance with each client's needs. Alesco considers the investment time horizon of the client, the client's ability to assume risk, the client's need for income, the taxable nature of the client's assets, and other factors to assist the client in formulating an asset allocation strategy. The implementation of the asset allocation involves buying and selling investment securities. This involves risk of loss that the client should be prepared to bear.

The specific selection of investments is based on internal analysis of competing investment products. Alesco utilizes fundamental analysis and asset allocation theories, including quantitative modeling to formulate investment decisions.

Though Alesco may invest in a multitude of securities, index and index-based mutual funds and exchange traded funds (ETFs) are the most commonly recommended types of securities for accounts where Alesco serves as the discretionary investment manager. These types of securities seek investment results that correspond generally to the price and yield performance, before fees and expenses of a specific index. As with any equity and fixed income security, investment return and principal value of an investment will fluctuate so that a client's shares, when sold or redeemed, may be worth more or less than the original cost.

The primary risk associated with portfolios managed by Alesco is market risk. This is the risk that the overall market declines. This includes the equity market, the bond market, and the markets for other asset classes which may be used in a client's portfolio.

A risk specifically associated with index mutual funds and ETFs is tracking error. Tracking error occurs when an index mutual fund or ETF does not match the corresponding index return. This may be the result of the expense ratio charged on the index mutual fund or ETF (see Item 5 for a discussion on fund expense ratios), or numerous other factors. Alesco closely monitors each recommended mutual fund and ETF for tracking error and may choose to replace the security with a similar fund with lower tracking error.

Individual ETFs and index funds are unable to significantly outperform the target index. By their very nature, it should not be the goal of the ETF or index fund manager to beat the index, but rather to replicate the index return. Alesco aims to optimize the client portfolio's overall risk-adjusted return via diversified investment exposure across multiple assets classes.

Item 9 Disciplinary Information

Alesco has no legal or disciplinary events that are material to a client's or prospect's evaluation of the advisory business or the integrity of management.

This would include:

- Criminal or civil action in a domestic, foreign or military court of competent jurisdiction
- An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority
- A self-regulatory agency (SRO) proceeding

Item 10 Other Financial Industry Activities and Affiliations

Alesco is an independent and employee-owned firm, without material industry affiliations. There are no reportable related persons. The firm and its employees are not registered, nor do they have applications pending to register, as the following: (1) a broker-dealer (or a registered representative of a broker-dealer), (2) a futures commission merchant, (3) a commodity pool operator, and (4) a commodity trading advisor.

Alesco does not receive compensation from other advisors, except in situations where an advisor hires Alesco to perform investment management services (this is known as a subadvisory arrangement – Alesco performs investment management services and the other advisor may perform other duties, such as wealth management services). This arrangement is disclosed in full to clients of both advisors.

Similarly, Alesco serves as an investment manager in several “wrap” programs, which is described in detail in Item 4.

Alesco may choose brokers or dealers to compensate them for client referrals. This only occurs when Alesco reasonably believes that the broker or dealer will provide a combination of price, execution, and other services at least equal to other brokers or dealers it would ordinarily select. Similarly, a third-party service provider (such as a retirement plan administrator), may share several clients based on referrals from both parties to one another (Alesco and the third-party provider).

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

Alesco maintains a Code of Ethics, which, among other topics, addresses employee trading activities in their personal accounts (the Code of Ethics, along with the Alesco Operational Guide and Alesco Memoranda are collectively referred to as the Code of Ethics for purposes of this document). Employees are prohibited from engaging in transactions which may put their interests ahead of client interests. Supervision of transactions is accomplished through required quarterly personal transaction reports and annual securities holdings reports.

The Code requires all employees to comply with applicable securities laws, to report violations of the Code or such laws to the Alesco's Chief Compliance Officer, to obtain consent to trade or recommend certain securities (such as certain securities held in client accounts) for their own accounts, and to abstain from trading for their own accounts or recommending any securities placed on Alesco's Prohibited List (such as securities of issuers where an Alesco employee or client is an insider or has material non-public information about such issuers). Securities also include options on securities. In addition, there are restrictions on the value of gifts that an employee may accept from a client, person, or firm doing business with Alesco. There are also restrictions related to employee negotiation of personal account brokerage fees with brokers doing business with Alesco. An employee may not for his or her own account sell securities to or purchase securities from a client nor may the employee without prior written consent of the Chief Compliance Officer, serve as a director, general partner, or trustee of a public corporation or partnership.

Alesco does not recommend to clients securities in which Alesco has a material financial interest.

Employees are allowed to purchase securities that are recommended to clients. Although most of Alesco's recommended securities would be classified as non-reportable (securities, such as open-end mutual funds, that would not need to be reported under SEC rule 204A-1(e)(10)), the Code of Ethics establishes the proper procedures for pre-clearing trades through the firm's compliance officer and/or portfolio management staff. This pre-clearance requirement would help to ensure that the employee is not front-running a client order in a particular security (which is a risk for any investment firm dealing with reportable securities not excluded from the aforementioned SEC rule).

A complete copy of the Code of Ethics may be obtained free of charge upon request to Alesco.

Item 12 Brokerage Practices

Alesco does not obtain any soft dollar benefits from any of its broker-dealer custodians. A “soft dollar” arrangement refers to an established agreement between an investment manager and a broker-dealer that would encourage a manager to place a trade with a particular broker-dealer in exchange for services that are for the benefit of the investment manager’s clients. Although this is a common industry practice, Alesco does not participate in this type of arrangement.

Most of the broker-dealer custodians that Alesco recommends to clients provide research materials upon request (or they allow Alesco access to their database of education or research-related materials, often provided to all advisors who do some form of business with the custodian). As stated above, Alesco is under no formal agreement to direct business with these broker-dealer custodians and the availability of such materials has minimal influence on the recommendation Alesco provides to clients regarding custodial selection.

Alesco may choose brokers or dealers to compensate them for client referrals. This only occurs when Alesco reasonably believes that the broker or dealer will provide a combination of price, execution, and other services at least equal to other brokers or dealers it would ordinarily select. This is discussed in greater detail in Item 5 of this document.

For various reasons, clients sometimes direct Alesco to work with a particular broker-dealer of their (the client’s) choosing. In these instances, Alesco’s ability to negotiate commissions may be affected and Alesco may be unable to obtain the best price and execution for the client’s account. This may result in the client paying higher commissions than would be available from other brokers. It may also result in restrictions upon the securities available for purchase or sale for the client’s account, such as (1) the purchase of bonds where the designated broker may have a limited inventory and, therefore, may be unable to offer the desired bonds to the client, or (2) the purchase or sale of certain mutual funds which may not be custodied with all brokers. The inability to purchase or sell such securities may affect the overall portfolio return.

Alesco will sometimes aggregate multiple client trades as one order to obtain the same price execution. This typically occurs only when the firm makes a firmwide trade. Orders for each security purchase and/or sale are often blocked for accounts by custodian, and a new policy has recently been created that establishes the order of placement by each custodian. Outside of a firmwide trade, Alesco generally places trades on an individual client basis.

Many of the custodians that are utilized by clients of Alesco provide various support services to Alesco. Some of those services help us manage or administer our clients’ accounts. Several support services are generally available on an unsolicited basis (we don’t have to request them) and at no charge to us. The availability to us of the custodians’ products and services is not based on us giving particular investment advice, such as buying particular securities for our clients. Several custodians also provide access to resources (such as technology consulting, publications, and access to educational materials or presentations).

Regarding the Institutional Intelligent PortfoliosTM program outlined in Item 4, the program includes the brokerage services of Charles Schwab & Company (“Schwab”). While clients are required to use Schwab as their custodian and broker to enroll in the program, the client decides whether to do so and opens its account with Schwab by entering into an account agreement directly with Charles Schwab & Company. We do not open the client’s account through the program. As described in the Program Disclosure Brochure, Schwab Wealth Investment Advisory may aggregate purchase and sale orders for exchange traded funds across accounts enrolled in the program, including both accounts for our clients and accounts for clients of other independent investment advisory firms using the program. We do not pay Schwab fees for its services in connection with the program, so long as we maintain \$100 million in client assets in accounts at Schwab that are not enrolled in the program. In light of our arrangements with Schwab, we may have an incentive to recommend that clients maintain their accounts with Schwab. This is a potential conflict of interest. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of clients that utilize their custody and brokerage services.

Item 13 Review of Accounts

Reviews range from one to four or more times per year. The frequency of reviews depends in part upon events impacting the client or assets of the client, as well as the schedule of the client. Events that can trigger a review include changes in the conditions of the securities markets, a change in the financial status or goal of the client (including cash inflows or outflows), or a change in the marital or other status of the client (or in that of any related person). Reviews are generally conducted in person by one or more representatives of Alesco, such as the President, a Principal, and/or the Chief Investment Officer. Written reviews are typically provided. When the client cannot formally meet with one of the aforementioned Alesco representatives, they may request a written review. In-person reviews for clients of any program discussed in Item 4 (wrap, overlay, and automated investment programs) are not typically conducted unless the client requests a meeting. Upon request, Alesco will make a reasonable effort to schedule a review in-person or by telephone.

Item 14 *Client Referrals and Other Compensation*

Alesco does not receive an economic benefit for providing investment advice or other advisory services to its clients from someone who is not a client.

From 2014 through 2016, Alesco entered into five separate Solicitor Arrangements. A Solicitor Arrangement is an agreement between an adviser (Alesco, in this case) and an outside party that is not affiliated with Alesco (the solicitor). The solicitor is compensated for introducing prospective clients to Alesco. The arrangement is disclosed to each client that is introduced to Alesco by a solicitor. The client must sign a document which discloses the material aspects of the agreement. Prior to opening an account that will be managed by Alesco, the client is also provided a copy of Alesco's Form ADV Part 2a.

For the agreement established in 2014, the solicitor is a New York State-based Registered Investment Adviser. The client could be charged a management fee rate greater than the rate established by Alesco's standard fee schedule (disclosed in Item 5). The solicitor may provide additional services to the client and the all-inclusive management fee rate is disclosed to the client prior to hiring Alesco as an investment manager.

For all other agreements, the client is not charged a management fee greater than the rate established by Alesco's standard fee schedule (disclosed in Item 5).

Item 5 and Item 10 in this document provide greater detail on Alesco's compensation and client referrals practices. Item 12 provides greater detail on other types of benefits received by Alesco from broker-dealer custodians.

Item 15 *Custody*

Alesco has the ability to deduct fees from client accounts and therefore, by definition, has custody of client assets. Aside from this, Alesco utilizes the services of several qualified broker-dealer custodians to place trades on client accounts and physically custody client assets. These custodians provide account statements at least quarterly (and, in most cases, statements are issued monthly). Clients should carefully review those statements. Alesco does not formally issue statements, however, clients are encouraged to compare Alesco-prepared performance review material and billing statements with the figures provided by their independent custodian.

Alesco has obtained client-provided website credential information (including personal usernames and passwords) for a few clients. This would allow select employees of Alesco to access client accounts at a qualified custodian. Without this information, the firm would otherwise not be able to access these accounts. The websites allow users the ability to transfer assets (Alesco retains credential information for several other clients as well, but Alesco does not have the ability to transfer assets out of the accounts on these sites). Additionally, an employee of Alesco serves as a trustee on two separate trust accounts managed by Alesco. As a result, the status in Item 9 of Part 1 claims that Alesco has the ability to custody assets for several clients (for reasons other than management fee deduction). Alesco has retained an independent accounting firm to perform an annual surprise exam to review these custody situations.

Item 16 Investment Discretion

Alesco accepts discretionary authority to manage securities accounts on behalf of clients. Alesco accommodates restrictions and limitations clients place on this authority. In instances where Alesco is awarded discretionary authority by the client, an investment management agreement is established between both parties (Alesco and the client) that, among other items, establish a limited power of attorney. Separately, a limited power of attorney is often required by the client's independent custodian. This requires the client to allow Alesco access to trade the account and perform other basic administrative services.

Item 17 Voting *Client* Securities

Alesco has adopted a policy concerning the voting of proxies on securities held by it for clients (which covers proxies on all securities held by Alesco for clients except those as to which a client has specifically retained voting authority), as well as the resolution of any conflicts between Alesco and such clients concerning voting. This policy will be furnished, upon request, without charge to any client and, otherwise, as required by law.

The policy provides, among other things, that any proxies for exchange-traded funds are voted by Alesco since Alesco conducts research on these securities. However, Alesco does not conduct research on individual stocks in clients' accounts since these are often held at the direction of the client. Thus, in the case of individual stocks, Alesco abstains from voting unless on the face of it, a proposition is so egregious that action is mandated.

The policy also requires that any material conflict between Alesco (and any of its personnel) and a client relating to the voting of a proxy be resolved with the client's consent after disclosure or resolved completely in the client's favor. For purposes of an ERISA-based retirement plan, Alesco votes proxies for the sole benefit of the plan participants.

Records of voting are retained and any client may receive, upon written request and free of a charge, a summary of how Alesco voted any securities held in the client's account.

For accounts in Schwab Wealth Investment Advisory, Inc.'s Institutional Intelligent Portfolios™ program, an exception to Alesco's proxy voting policy is made. As described in the Program Disclosure Brochure (provided to clients when enrolling in the program), clients designate Schwab Wealth Investment Advisory, Inc. to vote proxies for the exchange traded funds held in their accounts. We have directed Schwab Wealth Investment Advisory, Inc. to process proxy votes and corporate actions through and in accordance with the policies and recommendations of a third party proxy voting service provider retained by Schwab Wealth Investment Advisory, Inc. for this purpose. Additional information about this arrangement is available in the Program Disclosure Brochure. Clients who do not wish to designate Schwab Wealth Investment Advisory, Inc. to vote proxies may designate Alesco to vote proxies or may retain the ability to vote proxies themselves by signing a special Schwab form available from Alesco.

Item 18 Financial Information

Since Alesco requires a prepayment of more than \$1,200 in fees per client, six months or more in advance, a balance sheet from the most recent fiscal year is included with this document.

There is no known financial condition that is reasonably likely to impair Alesco's ability to meet contractual commitments to clients.

Alesco has not been the subject of a bankruptcy petition at any time during the past ten years.

Item 19 Requirements for State-Registered Advisers

Alesco is a federally registered investment adviser with the Securities and Exchange Commission, and is not registered with one or more state securities authorities. Alesco has issued a “notice filing” with several state jurisdictions. Accordingly, Alesco provides each state the requisite filing fee and an offer to review Alesco’s Form ADV.

ALESCO ADVISORS LLC

**Balance Sheets
as of December 31, 2016 and 2015
Together with
Independent Auditor's Report**

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

March 10, 2017

To the Members of
Alesco Advisors LLC:

We have audited the accompanying balance sheets of Alesco Advisors LLC (a New York limited liability company) as of December 31, 2016 and 2015, and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this financial statement based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the balance sheets referred to above present fairly, in all material respects, the financial position of Alesco Advisors LLC as of December 31, 2016 and 2015, in accordance with accounting principles generally accepted in the United States of America.

Bonadio & Co., LLP

ALESCO ADVISORS LLC

BALANCE SHEETS

DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 1,053,364	\$ 908,622
Cash and equivalents - escrow	1,232,517	1,164,086
Advisory fees receivable	99,230	122,439
Other	<u>15,000</u>	<u>-</u>
Total current assets	2,400,111	2,195,147
PROPERTY AND EQUIPMENT, net	50,455	89,416
SECURITY DEPOSIT	<u>20,000</u>	<u>20,000</u>
	<u>\$ 2,470,566</u>	<u>\$ 2,304,563</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	\$ 122,279	\$ 125,245
Membership interest redemption obligation	260,496	-
Unearned advisory fees	<u>1,331,697</u>	<u>1,286,525</u>
Total current liabilities	1,714,472	1,411,770
MEMBERS' EQUITY	<u>756,094</u>	<u>892,793</u>
	<u>\$ 2,470,566</u>	<u>\$ 2,304,563</u>

The accompanying notes are an integral part of this statement.

ALESCO ADVISORS LLC

NOTES TO BALANCE SHEETS DECEMBER 31, 2016 AND 2015

1. THE COMPANY

Alesco Advisors LLC (the Company) is a New York limited liability company and an investment advisor registered with the Securities and Exchange Commission under the provisions of the Investment Advisors Act of 1940. Assets under advisement totaled approximately \$3.13 billion and \$2.79 billion at December 31, 2016 and 2015, respectively (unaudited). No individual clients made up more than 10% of assets under advisement at either December 31, 2016 or 2015.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The balance sheets were prepared in conformity with accounting principles generally accepted in the United States.

Cash

The Company maintains cash in bank demand deposit accounts that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk with respect to cash.

Cash and Equivalents - Escrow

The Company generally bills its advisory fees six months in advance and deposits amounts received in savings accounts at well capitalized financial institutions. The amounts are then transferred to the Company's operating account as the advisory fees are earned. The balance in these accounts may, at times, exceed federally insured limits. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk with respect to cash and equivalents held in escrow.

Advisory Fees Receivable

Advisory fees receivable represents fees billed to clients but not yet collected. If necessary, the Company maintains an allowance for doubtful accounts for estimated losses resulting from non-payment of advisory fees. Accounts for which no payments have been received for several months are considered delinquent and customary collection efforts are begun. Accounts are written off after all reasonable collection efforts have been exhausted. Based on the Company's specific review of outstanding account balances, no allowance for doubtful accounts was deemed necessary at December 31, 2016 or 2015.

Property and Equipment

Property and equipment is stated at cost. Depreciation is provided using accelerated methods over the estimated useful lives of the assets, which range from three to seven years for all items other than leasehold improvements. Leasehold improvements are amortized over the shorter of the lease term or the estimated lives of the assets.

Unearned Advisory Fees

Advisory fees are recognized monthly as services are provided to clients. The Company generally bills its advisory fees six months in advance based on the market value of the client's account at the beginning of the billing period. Amounts received in advance of revenue recognition are recorded as unearned advisory fees in the accompanying balance sheets.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Member Purchase Plan

The Company has a compensatory employee share purchase plan. Under the plan, eligible employees may purchase membership interests in the Company. The purchase price is determined based on a formula. Employees purchased 1,573 and 2,188 units for \$89,850 and \$107,576 during the years ended December 31, 2016 and 2015, respectively.

Income Taxes

As an LLC, the Company has elected to be treated as a partnership for federal and state income tax purposes and, as such, the income of the Company is reported in the personal income tax returns of the Company's members. Accordingly, there is no accrual for income taxes reflected in the accompanying balance sheets.

As of December 31, 2016 and 2015, the Company does not have a liability for unrecognized tax benefits. The Company files income tax returns in the U.S. federal jurisdiction and New York State.

Estimates

The preparation of balance sheets in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the balance sheets and accompanying notes. Actual results could differ from those estimates.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	<u>2016</u>	<u>2015</u>
Furniture and fixtures	\$ 165,027	\$ 158,086
Equipment	144,619	144,619
Computer software	109,560	109,560
Leasehold improvements	<u>28,280</u>	<u>28,280</u>
	447,486	440,545
Less: Accumulated depreciation	<u>(397,031)</u>	<u>(351,129)</u>
	<u>\$ 50,455</u>	<u>\$ 89,416</u>

Normal and routine expenditures for computers and software related items are expensed as incurred unless they are material in nature, in which case they are capitalized and depreciated.

4. MEMBERSHIP INTEREST REDEMPTION OBLIGATION

One of the Company's members separated from employment with the Company effective December 31, 2016. In accordance with the terms of the Company's Amended and Restated Members Agreement, the Company has agreed to repurchase his membership interest in 2017, based on the formula contained in the agreement.

5. COMMITMENTS

Leases

The Company leases office space in Pittsford, New York from a third party under the terms of an operating lease agreement that requires monthly payments of \$12,249 through March 2018. Under the terms of the agreement, the Company is responsible for base rental payments plus building expenses.

The Company also leases office space in both San Francisco, California and Buffalo, New York. The San Francisco lease requires monthly payments of approximately \$3,000 plus common area maintenance charges and a proportionate share of operating expenses. The Buffalo lease is month-to-month and requires monthly payments of \$600.

Future minimum base rental payments are as follows for the years ending December 31:

2017	\$ 161,008
2018	<u>37,287</u>
	<u>\$ 198,295</u>

Rent expense under the terms of these operating leases totaled approximately \$186,000 in 2016.

Separation Agreement

In connection with the departure of the Company's member described in Note 4, the Company also agreed to pay the former member an ongoing commission, at declining rates, on his book of business through 2020, in accordance with the terms of an executed Separation Agreement. Payments are only required if the Company continues to provide advisory services to those clients. If the Company were to retain all of those clients, and neither the dollar amount of assets under advisement nor the advisory fee percentage were to change, the Company would pay the former member approximately \$300,000 over the course of the four-year period.

6. SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 10, 2017, the date at which the balance sheets were available to be issued.