

Investment Advisor Brochure - Colley Asset Management, Inc.

Item 1: Cover Page

Colley Asset Management, Inc.
358 Broadway, Suite 304 Saratoga Springs, New York 12866
Telephone: (518) 581-0500
Fax: (518) 581-0525
Email: jjjm@capital.net
Website: www.ColleyAssetManagement.com

March 31, 2016

Colley Asset Management, Inc. (“Advisor”) is an investment advisor registered with the United States Securities and Exchange Commission (“SEC”). Registration does not imply a certain level of skill or training.

This brochure provides information about the Advisor’s qualifications and business practices. If you have any questions about the contents of this brochure, please contact us at (518) 581-0500 or email us at jjjm@capital.net. The information in this brochure has not been approved or verified by the SEC or by any state securities authority.

Additional information about Colley Asset Management, Inc. is available on the SEC’s website at www.advisorinfo.sec.gov.

Item 2: Material Changes

The only material changes to the Advisor’s brochure since the last annual update are updates to:

The Item 12.A disclosures concerning the selection or recommendation of broker-dealers and the Item 14.A disclosures of economic benefits received from non-clients.

Item 3: Table of Contents

Table of
Contents

Item 1: Cover Page.....	1
Item 2: Material Changes.....	1
Item 3: Table of Contents	2
Item 4: Advisory Business	3
Item 5: Fees and Compensation.....	3
Item 6: Performance-Based Fees	5
Item 7: Types of Clients.....	5
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	5
Item 9: Disciplinary Information	7
Item 10: Other Financial Industry Activities and Affiliations	8
Item 11: Code of Ethics	8
Item 12: Brokerage Practices	9
Item 13: Review of Accounts	12
Item 14: Client Referrals and Other Compensation.....	13
Item 15: Custody.....	13
Item 16: Investment Discretion.....	13
Item 17: Voting Client Securities.....	13
Item 18: Financial Information.....	13
Item 19: Requirements for State-Registered Advisors.....	14
Investment Advisor Brochure Supplement.....	15

Item 4: Advisory Business

- A. Description of Advisory Firm: Colley Asset Management, Inc. was formed on March 24, 1994. The Advisor is wholly owned by John Earl Colley.
- B. Description of Advisory Services Offered: The Advisor provides investment management and asset consulting services to clients.
- C. Flexibility of Services: The Advisor primarily serves a clientele (each a “Client”) whose primary investment objective is growth of capital above the rate of inflation, matching risk tolerance with general market benchmarks. Clients may have short term and/or long term investment objectives. The Advisor’s strategies may not be suitable for all investors. The Advisor will tailor a recommended allocation among investment strategies to individual Clients’ objectives and risk tolerance. For some Clients, stop loss protections and benchmark triggers may be implemented.
- D. Description of Wrap Fee Programs: The Advisor does not offer or participate in wrap fee programs.
- E. Client Assets: As of December 31, 2015, the Advisor managed \$107,222,850 of Client assets on a discretionary basis and \$21,214,000 of Client assets on a non-discretionary basis. The Advisor managed a total of 448 Client accounts, with total assets of \$128,436,850 under management.

Item 5: Fees and Compensation

- A. Basis of Compensation: The Advisor offers investment advisory management and asset consulting services. Investment advisory management services (“Investment Management”) are compensated (the “Management Fee”) by a percentage of the market value of assets under management (“Managed Assets”) as set forth in a written Investment Advisory Management Agreement between the Client and the Advisor (the “Investment Management Agreement”). The Management Fee is generally an annual fee of 1% of the market value of the Managed Assets held in a custodial brokerage account (a “Custodial Account” or “Brokerage Account”) by a third-party broker-dealer (“Custodian”) unrelated to Advisor, but may be negotiated based on unique circumstances. The Custodian may be a Designated Broker, as that term is defined in Item 12.A. The Management Fee on Managed Assets held in a Custodial Account is typically paid quarterly in arrears.

The Advisor also offers asset advisory and consulting services (the “Consulting Services”) with respect to Client assets other than securities held in a Custodial Account with a Designated Broker (each, a “Client-Managed Account”), and/or with respect to Client assets that are not securities. Consulting Services may include financial planning, investment consulting and retirement plan consulting services. Advisor’s fees for Consulting Services

are typically fixed fees ("Consulting Fees"), the amount and timing of payment of which are determined based on a number of circumstances, including the value and number of the assets and securities accounts managed by the Client (which may include pledged and margin accounts), the amount and nature of research required to complete the consult, the frequency of Client contact and the number of reports requested by the Client as set forth in the written Investment Advisory Consulting Services Agreement between the Client and the Advisor (the "Investment Consulting Agreement"). Depending on the Consulting Services requested by the Client, the Advisor may charge a flat fee (at the discretion of the Advisor), but no less than \$100 for any such account as set forth in the Investment Consulting Agreement. The Consulting Fees may be higher in those instances where Client requests are more comprehensive. Consulting Fees are for investment advisory consulting services and incidental planning only and do not include any transaction or other fees which may be charged separately, and not by the Advisor, in connection with the Client-Managed Account.

- B. Method of Fee Collection: (i) Management Fees. The Client may authorize the Advisor to directly deduct the Management Fee from the Client's Brokerage Account in accordance with the terms of the Client's Investment Management Agreement and the Client's agreement with its Custodian. The Management Fee is generally deducted quarterly, but may be deducted more or less frequently upon the Client's request. In the event the Client authorizes the Advisor to directly deduct the Management Fee from the Client's Brokerage Account, the Advisor sends invoices to the Client's account Custodian(s), authorizing the quarterly deduction of the Advisor's fee pursuant to the terms of the Client's Investment Management Agreement. In which case, the Advisor also provides the Client with a copy of the invoice. A Client may also choose to pay Management Fees to the Advisor directly, instead of having such fees withdrawn from their Brokerage Account, in which case the Client receives a billing invoice from the Advisor quarterly or annually. (ii) Consulting Fees. At the option and direction of the Client and in accordance with the terms of the Client's Investment Consulting Agreement, Consulting Fees may be paid by (a) the Client authorizing such fees to be deducted from a Client-Managed Account and paid to the Advisor in accordance with billing information prepared and submitted to the custodian of the Client-Managed Account by the Advisor, or (b) the Client electing to pay the Advisor directly. In all cases, Consulting Fees (and the Advisor's Management Fees) are in addition to fees that may be charged by the Client's Brokerage Account Custodian.
- C. Other Fees and Expenses: Currently, the Advisor does not charge any other fees to or impose any other expenses that are not described in this Brochure. The Advisor reserves the right to adjust the fees as the Advisor deems appropriate depending on the overall facts and circumstances of the Client relationship (e.g., change in dollar amount of assets to be managed, account composition, anticipated future additional assets), as agreed upon by the Client and set forth in the written Investment Management Agreement or Investment Consulting Agreement, as the case may be.
- D. Timing of Fees: Management Fees are typically charged on a quarterly or annually basis and billed in advance in accordance with the Investment Management Agreement. Clients having fixed fee arrangements are generally billed quarterly or annually, as agreed upon by

the Client and in accordance with the Investment Consulting Agreement.

- E. Commissions: The Advisor's principal, John E. Colley (the "Principal" or "Mr. Colley"), does not receive a commission for the sale of securities or other investment products. The Advisor currently does not have any "supervised personnel" (as defined by the SEC).

Item 6: Performance-Based Fees

Performance-Based Fees: The Advisor does not charge performance-based fees.

Item 7: Types of Clients

Types of Clients: Clients include individuals, trusts, corporations and other business entities. The Advisor has acted as investment advisor, pursuant to the Advisor's standard Investment Management Agreement, for several irrevocable trusts of which the Advisor's Principal (a related person), was the Trustee. Each of these trust clients entered into an exclusive custodial agreement with a third-party registered broker-dealer (not the Advisor) such that the Advisor did not act as custodian for any such Client's assets, all of which were registered in street name with the independent custodian. Mr. Colley does not currently serve as Trustee for any existing Client and/or Client accounts.

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

- A. Methods of Analysis: The Advisor follows a four-factor investment analysis approach. The four factors are: Value, Quality, Diversification and Performance. While the Advisor focuses on fundamental analysis, all methods of analysis are deemed relevant in the Advisor's investment advice to Clients, including but not limited to fundamental analysis, economic analysis, cyclical analysis, political analysis, social analysis, military analysis, psychological analysis, and technical analysis and charting, including peer review analysis. The Advisor's analytical methods include technical charting, fundamental, technical and cyclical analysis. The sources of information used by the Advisor may include inspections of corporate activities, research materials prepared by others, corporate rating services, annual reports and prospectuses and filings with the SEC, company press releases and financial newspapers and magazines. Investment strategies used by the Advisor to implement any particular investment advice given to a particular Client may include long term purchases (securities held at least twelve months), short term purchases (securities sold within twelve months), trading (securities sold within 30 days), short sales, margin transactions and option writing that may include covered options, uncovered options or spreading strategies. All of these methods are utilized from time to time in varying degrees to study general and specific investments situations. The Advisor regularly (as frequently as weekly) examines the core investment holdings of all Client accounts.

The Advisor generally follows a conservative, value-oriented investment approach and is committed to personalized Client service and seeking to achieve superior investment performance.

The Advisor's approach is both disciplined and consistent, and one that is based on the conviction that an impressive long-term rate of return from assets under management can best be achieved by having equities (e.g., common stock) as a significant component of a Client's long-term investment strategy, while also recognizing the positive leverage and income element which fixed-income securities can provide during different economic and interest rate climates. Changes in economic, social and political conditions also impact investment choices and forecasts.

The Advisor's equity investment philosophy can be summarized in four words: Value-Quality-Diversification-Performance. The Advisor's equity selection process involves careful evaluation of:

- * Macro and Micro economic trends, including global economic factors;
- * Cash flow and earnings growth;
- * Return on equity (ROE);
- * Return on assets (ROA);
- * P/E multiples and historical earnings analysis (peer group comparisons and PEG's);
- * Book value and ratios;
- * Quantitative and qualitative;
- * Strength of financial statements;
- * Competitive position within major markets, including sector and peer analysis;
- * Risk/reward tolerance;
- * Check in on client comfort levels, patience, preservation of principal concerns;
- * Geo-political factors;
- * Investor and/or consumer sentiment surveys; and
- * SEC filings.

The Advisor also weights domestic and international business sectors based on industry leadership, macro overview, and fundamentals relative to the stock market as a whole.

For those of its Clients to whom the Advisor recommends fixed-income investments, the Advisor's fixed-income management philosophy is based on the belief that active management of fixed-income assets can significantly enhance total returns by decreasing the potential effect of various risk factors. After considering individual investment objectives, the Advisor's management of both taxable and tax-exempt assets is based on relative value and is anchored in:

- * Emphasis on credit quality for capital preservation and income;

- * A laddered maturity diversification, where appropriate;
- * Making portfolio adjustments to take advantage of interest rate movement trends;
- * Stressing call protection and emphasizing after-tax yields, when appropriate;
- * Monitoring European market conditions;
- * Monitoring interest rate variables;
- * Monitoring foreign influences and worldwide news; and
- * Evaluating yield curves.

Asset allocation decisions are based on individual Client objectives, risk tolerances, tax considerations and liquidity needs, among other factors.

- B. Risks of Methods of Analysis: The Advisor may not be infallible in its analysis in identifying investment themes and in conducting fundamental and/or technical analysis. The modeling discussed in Item 8.A, in and of itself may not be sufficient to determine which securities to buy or sell or when to buy or sell them. While the Advisor performs regular Client portfolio reviews relative to suitability, quality and risk of investment, the Advisor may also ask Clients to promptly inform the Advisor of changes in their lives, financial or otherwise, or comfort levels relating to investments. Changes in Client circumstances and/or changes in comfort levels with investments may influence investment objectives and decisions. A Client's request to start frequent trading can negatively impact performance, particularly through increased brokerage and transaction costs and taxes (the Advisor typically discourages such investment practices).
- C. Risks of Investment Securities: The Advisor may recommend investments in a wide range of securities including stocks (equities), mutual funds (recommended by the Advisor infrequently), exchange traded funds, preferred stock and options, bonds and futures contracts. Investing in securities involves risk of loss that Clients must be prepared to accept. The Advisor seeks to tailor the Client's investment by reviewing risk/reward factors, grade ratings and general comfort levels correlated to a particular Client's risk tolerance, which may be affected by personal or business circumstances. The Advisor's flexibility of services are addressed in Item 4.C above. The Advisor will discuss with the Client the investment and re-investment decisions relative to balancing risks with rewards.

Item 9: Disciplinary Information

- A. Criminal Disclosure Reporting: The Advisor is not subject to any criminal or civil actions in a domestic, foreign or military court.
- B. Regulatory Action Disclosure Reporting: The Advisor is not the subject of any pending regulatory action. On February 25, 2005, the Securities and Exchange Commission issued an order instituting Administrative and Cease and Desist Proceedings (the "SEC Order") against the Advisor and Mr. Colley, with respect to a failure to properly disclose, from February 1998 through June 2003, a Federal Reserve Order, dated February 3, 1998,

between the Board of Governors of the Federal Reserve Systems and Mr. Colley ("Federal Reserve Order"). The Federal Reserve Order was a combined order of prohibition and assessment of a \$40,000 civil monetary penalty in full resolution of the Federal Reserve allegations that, while an employee of Trustco Bank, New York ("Trustco") and prior to his resignation from Trustco in 1992, Mr. Colley breached fiduciary duties in connection with his sale (for the customer's account) of numismatic coins belonging to a Trustco customer. The Federal Reserve Order states that it does not constitute an admission of liability. Pursuant to the SEC Order, the Advisor and Mr. Colley were ordered to cease and desist from committing or causing any violations or future violations of the disclosure rules (Sections 206(4) and 207 of the Investment Advisers Act of 1940 and Rule 206(4)-4 thereunder), pay a civil penalty of \$100,000, and comply with certain undertakings, including furnishing a copy of the SEC Order to each of the Advisor's existing and prospective clients. The SEC Order also recites that neither the Advisor or Mr. Colley (both of which promptly complied with the SEC Order) admits or denies the SEC's finding.

Item 10: Other Financial Industry Activities and Affiliations

- A. Broker-Dealer Registration: Neither the Advisor or its Principal is registered, or has an application pending to register, as a broker-dealer or a representative of a broker-dealer.
- B. Commodity Pool Operator Registration: Neither the Advisor or its Principal is registered, or has an application pending to register, as a future commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of any of these foregoing entities.
- C. Relationships with Related Persons: Neither the Advisor or its Principal has any relationships or arrangements with any related persons that are material to the Advisor's advisory business or Clients.
- D. Conflicts of Interests with Other Advisors: The Advisor does not receive compensation from any advisors (investment or otherwise) that it may select for its Clients or to whom the Advisor may refer its Clients.

Item 11: Code of Ethics, Participation in Client Transactions and Personal Trading

- A. Code of Ethics: The Advisor has adopted a written Code of Ethics, which is applicable to all of the Advisor's access and supervised persons (if any). The Code of Ethics establishes a standard of business conduct reflecting the Advisor's fiduciary obligations and the fiduciary obligations of all (if any) of Advisor's access and supervised persons. The Advisor's Code of Ethics includes a Disaster Recovery Plan and Business Continuity Plan, which together set forth detailed instructions that would enable someone other than the Advisor's President, Mr. Colley, to continue managing the Advisor's business. Under the Advisor's Code of Ethics, among other things, each access person must provide to the Advisor's Compliance

Officer (i) no less frequently than annually, a written statement of securities holdings, and (ii) no less frequently than quarterly, reports of transactions in securities in which any such access person has a direct or indirect beneficial interest, with certain limited exceptions. The Advisor's Code of Ethics requires any and all supervised persons to (i) comply with applicable federal securities laws, (ii) promptly report any violations of the Code of Ethics to the Chief Compliance Officer, and (iii) be provided (by Advisor) with a copy of the Code of Ethics. In addition, the Code of Ethics requires pre-clearance of an access person's proposed participation in any initial securities public offering and/or private placement. The Advisor will provide a copy of its Code of Ethics to any Client or prospective Client upon request.

- B. Interest in Client Transactions: The Advisor, its representatives and affiliates may own, acquire or dispose of securities that are currently or were previously owned by a Client, including securities that were purchased or sold for the Client by the Advisor. The Advisor does not have any obligation to purchase or sell, or to recommend for purchase or sale, for a Client's account, any investment that the Advisor and/or its affiliates may purchase or sell for the Advisor's (and/or affiliates) own accounts or for the account of any other Client if in the Advisor's sole discretion, such investment appears unsuitable, impractical or undesirable for that particular Client's account. When, as, and if purchases or sales of a security on behalf of a Client occur during the same day that the Advisor, its representatives, or affiliates are purchasing or selling that security, the Client will receive the best transaction price.
- C. Personal Trading in Securities Recommended to Clients: The Advisor restricts personal trading in securities recommended to Clients per its policy as outlined in Item 11.D below.
- D. Personal Trading in Securities Bought for Client Accounts: The Advisor has no supervised personnel. If the Advisor had supervised personnel, the Advisor would require that all supervised personnel must provide a complete report of personal securities holdings upon commencement of association with the Advisor and within thirty (30) days of January 1st of each year of such associations. Any such supervised personnel also must arrange to have monthly statements from their brokerage accounts promptly provided to the Advisor. Although the Advisor's Code of Ethics allows personal securities investing, access persons must provide a trade record for all trades in reportable securities, which include all securities except U.S. government securities, money market instruments, shares of money market funds, shares of unaffiliated mutual funds, and shares of unit investment trusts. The Advisor forbids trading in any reportable securities that could result in front running.

Item 12: Brokerage Practices

- A. Factors Considered in Selecting or Recommending Broker-Dealers: In its Investment Management Agreement, each Client may authorize the Advisor to act as the Client's limited agent and attorney-in-fact to buy, sell (including short sales) and trade in stocks, bonds, and other securities (margined and unmargined) for the Client's accounts and in

accordance with the Client's risk guidelines and the Client's Investment Management Agreement. The Advisor will follow the specific written guidelines provided by each Client, which may change during the course of the Client's relationship with the Advisor. The Investment Management Agreement for a particular Client may provide that if the Advisor acts in accordance with such guidelines, the Advisor will have full discretion over securities selection, weighing of investment positions within the portfolio, industry representation within the portfolio, purchase and sell decisions, the placement of orders for securities transactions, and other relevant day to day investment decisions. Full discretion given by a Client does not preclude the Advisor's right to confer with a Client which has given the Advisor complete discretionary authority if, in the Advisor's judgment, the Advisor decides (under the particular facts and circumstances, including, by way of example, a change in the Client's short term needs and asset allocation adjustments) that it is in the Client's interest to be involved in the decision-making process before exercising the Advisor's discretion to buy or sell investments and/or the frequency or timing of such transaction(s).

In each such instance in which the Advisor confers with the Client (and does not proceed solely on the Advisor's discretionary authority) a block trade will not be able to occur because the buy/sell decisions may occur over several days or a few weeks as phone calls are exchanged and Client involvement is obtained. Accordingly, when the Advisor engages in this process with the Client it is not always possible to accomplish quick buy/sell and/or trade decisions associated with instantaneous block trading.

The Advisor uses its discretion and its best judgment in communicating with Clients before acting to buy/sell investments and continues to implement its policy of not accepting trade orders and/or instructions regarding a Client's account by email, voice mail or fax. The Advisor is committed to such communication and analysis with each Client based on situations and Client preferences, which vary from Client to Client. The Advisor's retained right to choose to involve the discretionary Client to a greater or lesser extent in the decision-making process does not, by the terms of the Investment Management Agreement, in any way negate the absolute discretion given to the Advisor in the Investment Management Agreement.

The Advisor's decision to communicate with and involve the Client and/or any broker-dealer (including its representatives and/or branch manager) in any particular decision-making process is in the Advisor's sole discretion, consistent with the discretionary authority given to Advisor by the Client pursuant to the Investment Management Agreement, and does not relinquish or diminish the Advisor's fiduciary duty to the Client.

The Advisor may, in its sole discretion, aggregate contemporaneous buy or sell orders for the same investments for the accounts of more than one Client. Whenever such aggregation occurs, each account so aggregated shall participate in the aggregated order at the average price.

The Advisor requires each Client to designate, at the time the Client enters into a relationship with the Advisor, a registered, securities broker-dealer (the “Designated Broker”) through which securities transactions on behalf of such Client’s account(s) will be executed. The Client initially designates the Designated Broker in the Investment Management Agreement. In selecting the Designated Broker, the Client has sole responsibility for negotiating commission rates and other transaction costs with such Designated Broker. Pursuant to the Investment Management Agreement, the Advisor is not required to effect any securities transactions through the Designated Broker if the Advisor reasonably believes that to do so may result in a breach of the Advisor’s duties as a fiduciary.

At a Client’s request, the Advisor will recommend one or more broker-dealers to a Client. Under such circumstances, it is the Advisor’s policy to suggest that the Client selects a broker-dealer based upon the following factors: (i) the broker’s capability to perform quality executions; (ii) the broker’s capability to work well with the Advisor; (iii) the Advisor’s past experience with the broker; (iv) the broker’s general reputation and standing in the industry; (v) the broker’s ability to provide competitive commission rates; (vi) whether the Advisor regards the broker as an appropriate party with whom it and its client should conduct business, (vii) the broker’s ability to provide necessary data on client transactions in an accurate and timely manner; and (viii) the clarity and sophistication of the broker’s monthly statements and other written reports and communications. The Advisor regularly (as frequently as monthly) conducts and documents a review and consideration of full-service broker-dealers and a comparison of the services provided, including, but not limited to financial strength, professional standards and costs. If the Advisor reasonably believes that to effect any transaction with the Designated Broker may result in a breach of its duties as a fiduciary or under exceptional circumstances (such as a broker-dealer commencing bankruptcy or closing shop, in which case securities transactions may no longer be executed by the Designated Broker), the Advisor will use the foregoing criteria and promptly make a recommendation of one or more broker-dealers for the Client to select from and designate as the Designated Broker.

In selecting a broker-dealer as the Designated Broker, it is the Client’s responsibility to negotiate commission rates and transaction costs with the broker-dealer and to understand the policies of the broker-dealer. As commission rates, transaction costs and the range of services may also vary among broker-dealers, the Advisor encourages all Clients to conduct their own independent evaluation of broker-dealers as a potential Designated Broker. Notwithstanding any particular Client’s selection of its Designated Broker, the Advisor regularly (as frequently as monthly) and closely monitors the services provided by all Designated Brokers and whether the Designated Brokers continue to provide both best execution of Client transactions and appropriate customer support.

The Advisor closely monitors the services provided by all Designated Brokers.

As each Client has the freedom and absolute right to choose its own Designated Broker and Custodian, Client accounts may have different broker-dealer commission and custodial fee expenses. Thus, depending on the Client’s reasons for selecting its Designated Broker

and/or Custodian (which may or may not be the same as the Designated Broker), a particular Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if that Client selected a different broker-dealer. Disparities may include higher or lower commission rates and other transaction costs, as well as varying levels of services provided by the broker-dealer.

- B. Aggregation of the Purchase or Sale of Securities: Where possible, the Advisor executes bulk trades in consideration of the factors described above in Item 12.A above.

Item 13: Review of Accounts

- A. Periodic Client Account Reviews: Generally, the Advisor reviews Client accounts on a monthly basis. Reviews of Client accounts may be conducted more frequently in certain circumstances.
- B. Non-Periodic Client Account Reviews: Generally, and in addition to periodic reviews, the Advisor conducts reviews of Client accounts on an as needed basis.
- C. Content and Frequency of Reports: The Custodian and/or Designated Broker for a particular Client's account will prepare Client reports at least quarterly, and in most cases, monthly, containing an analysis of the account since the prior statement; a list of any other account activity such as additions to and withdrawals from the account; posting of interest and dividends; and expenses of the account, including the Advisor's advisory fee. Additionally, Clients receive periodic (often quarterly) reports directly from the companies in whose securities products in which the Client is invested. Trade confirmations for all securities transactions executed on such Client's behalf are sent to the Client directly by the executing broker. All Investment Consulting Clients are contacted at least annually by the Advisor to schedule a review meeting. Written planning analysis and summaries are provided to Consulting Clients based on the specific services to be provided by the Advisor as set forth in the Investment Consulting Agreement. Clients may also contact the Advisor to discuss the reports.

Item 14: Client Referrals and Other Compensation

- A. Economic Benefits from Non-Clients: The Advisor does not receive any economic benefit, directly or indirectly, from third-parties for any services rendered to clients.
- B. Compensation for Client Referrals: The Advisor does not receive compensation, nor pay compensation for Client referrals.

Item 15: Custody

The Advisor does not have custody over Client securities.

Item 16: Investment Discretion

The Advisor accepts and undertakes unlimited discretionary authority to manage securities for most of its Client accounts. In all cases in which the Client grants that discretionary authority to the Advisor, it is documented in the Client's Investment Management Agreement.

Item 17: Voting Client Securities

- A. Voting Policies and Procedures: The Advisor does not vote on any proxies on behalf of Clients unless the Client and the Advisor have agreed otherwise in the Investment Management Agreement or Investment Consulting Agreement, as the case may be.
- B. Client Receipt of Proxy Materials: The Client receives proxy materials directly from brokers and broker-dealers or their authorized agents or representatives.

Item 18: Financial Information

- A. The Advisor may require prepayment of Client fees, but not in an amount exceeding \$1200 and not more than six (6) months in advance.
- B. The Advisor has discretionary authority with respect to certain Client accounts pursuant to the terms of the Client's Investment Management Agreement. The Advisor may require prepayment of Client fees, but not in an amount exceeding \$1200 and not more than six (6) months in advance.
- C. The Advisor has never been the subject of a bankruptcy petition.

Item 19: Requirements for State-Registered Advisors

The Advisor is registered with the SEC and is not registered with any state securities authorities. The Advisor, however, provides New York State with a notice filing as required by New York law.