

**Schedule F of  
Form ADV**

**Continuation Sheet for Form ADV Part II**

Applicant:	SEC File Number:	Date:
New Century Capital Management, LLC	801-N/A	5/2008

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: <b>New Century Capital Management, LLC</b>		IRS Empl. Ident. No.: 22-3616943												
Item of Form (identify)	Answer													
Item 1D	<p>As discussed below in this disclosure statement, the Registrant provides its clients (i.e. individuals, pension and profit sharing plans, trusts, and business entities) with pension consulting and consulting financial planning and non-discretionary investment management services.</p> <p><b>Financial Planning</b></p> <p>Registrant may provide its clients with a broad range of comprehensive financial planning and consulting services (including pension consulting and other non-investment related matters). Registrant will charge an hourly fee for these services. Registrant's financial planning pension consulting and consulting fees are negotiable, but generally range from \$200 to \$250 on an hourly rate basis, depending upon the level and scope of the services required and the professional rendering the service(s). Hourly fees are due at time of service. One half of the estimated hourly fee is due in advance, the remainder at the completion of services. Any unearned fee will be promptly returned to the client. Prior to engaging the Registrant to provide financial planning and/or consulting services, the client will generally be required to enter into a <i>Financial Planning Agreement</i> or <i>Consulting Agreement</i> with Registrant setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. In the event the client terminates Registrant's financial planning and/or consulting services, the balance of Registrant's fee, if any, shall be refunded to the client. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.</p> <p><b>Investment Management</b></p> <p>The client may engage the Registrant to design an investment portfolio and provide ongoing corresponding investment management services on a <i>fee-only</i> basis. In the event the client determines to implement investment recommendations through the Registrant on a <i>fee-only</i> basis, Registrant shall charge an annual investment management fee based upon a percentage of the market value of the assets being managed by Registrant. The investment management fee charged shall vary (generally between 0.50% and 1.50%) depending upon the market value of assets under management as follows:</p> <table border="1"> <thead> <tr> <th>Assets under management</th> <th>Annual Fee</th> </tr> </thead> <tbody> <tr> <td>\$0 to \$500,000</td> <td>1.5%</td> </tr> <tr> <td>\$501,000 to \$750,000</td> <td>1.25%</td> </tr> <tr> <td>\$750,001 to \$1,000,000</td> <td>1.00%</td> </tr> <tr> <td>\$1,000,001 to \$2,000,000</td> <td>.75%</td> </tr> <tr> <td>\$2,000,001 and over</td> <td>.50%</td> </tr> </tbody> </table> <p>Registrant's annual investment management fee shall be pro-rated and paid quarterly, in arrears, based upon the market value of the assets on the last day of the previous quarter. Registrant, in its sole discretion, may charge a lesser management fee based upon certain criteria (i.e. anticipated</p>		Assets under management	Annual Fee	\$0 to \$500,000	1.5%	\$501,000 to \$750,000	1.25%	\$750,001 to \$1,000,000	1.00%	\$1,000,001 to \$2,000,000	.75%	\$2,000,001 and over	.50%
Assets under management	Annual Fee													
\$0 to \$500,000	1.5%													
\$501,000 to \$750,000	1.25%													
\$750,001 to \$1,000,000	1.00%													
\$1,000,001 to \$2,000,000	.75%													
\$2,000,001 and over	.50%													

Complete amended pages in full, circle amended items and file with execution page (page 1).

Item 1D  
(continued)

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

Registrant shall generally recommend that its clients allocate all or a portion of their investment management assets among various individual debt and equity securities and/or mutual fund classes (including the investment subdivisions that comprise variable annuity/life products), on a non-discretionary basis, in accordance with the investment objectives of the client. Prior to rendering investment management services, the Registrant ascertains, in conjunction with the client, the client's financial situation, risk tolerance, and investment objective(s).

Unless the client directs otherwise, Registrant shall generally recommend that investment management accounts be maintained primarily at either Charles Schwab & Co., Inc. ("*Schwab*"). Factors which the Registrant considers in recommending *Schwab* (or any other broker-dealer/custodian) to clients include *Schwab*'s financial strength, reputation, execution, pricing, reporting, research, and service. *Schwab* enables Registrant to obtain many no-load mutual funds without transaction charges and other no-load and load waived funds at nominal transaction charges. The commission and/or transaction fees charged by *Schwab* may be higher or lower than those charged by other broker-dealers. Prior to Registrant providing investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with *Schwab*.

Both Registrant's investment advisory agreement and *Schwab*'s custodial/clearing agreement, may authorize *Schwab* to debit the account for the amount of the Registrant's investment management fee and to directly remit that management fee to the Registrant in accordance with required SEC procedures. In addition to Registrant's investment management fee, the client shall also incur, relative to mutual fund purchases, charges imposed directly at the mutual fund level (i.e. fund advisory fees and expenses). The investment advisory agreement between the Registrant and the client will continue in effect unless terminated by either party by written notice in accordance with the terms and conditions of the *Investment Advisory Agreement*. Registrant's investment management fee shall be prorated through the date of termination.

In addition, in limited circumstances, for those clients that require an enhanced and/or specialized level of asset management services, Registrant may also recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager[s] and/or investment programs (the "*Independent Manager[s]*"), based upon the stated investment objectives of the client. The terms and conditions under which the client shall engage the *Independent Manager[s]* shall be set forth in separate written agreements between the client and the Registrant and the client and the designated *Independent Manager[s]*. The Registrant shall continue to render non-investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives, for which Registrant shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Manager[s]*. Factors which the Registrant shall consider in recommending *Independent Manager[s]* include the client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Manager[s]*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, Registrant's ongoing investment advisory fee.

In return for effecting securities transactions through *Schwab*, or any other designated broker-dealer/custodian, Registrant may receive certain investment research products and/or services which assist the Registrant in its investment decision-making process for the client, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934. The brokerage commissions and/or transaction fees charged by *Schwab* are exclusive of, and in

Complete amended pages in full, circle amended items and file with execution page (page 1).

<p>Item 1D (continued)</p>	<p>addition to, Registrant's investment management fee. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research products and/or services that <i>may</i> be obtained by Registrant will generally be used to service all of Registrant's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.</p> <p>With respect to its non-discretionary asset management services, Registrant generally maintains ongoing responsibility to make recommendations, based upon the needs of the client, as to the specific securities the account may purchase or sell and, if such recommendations are accepted by the client, Registrant is responsible for arranging or effecting the purchase or sale.</p> <p>In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. The client is free to accept or reject any recommendation made by the Registrant. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.</p> <p>A copy of the written disclosure statement for the Registrant, as set forth on Part II of Form ADV, shall be provided to each client prior to, or contemporaneously with, the execution of the <i>Financial Planning Agreement</i>, <i>Consulting Agreement</i> or <i>Investment Advisory Agreement</i>. Any client who has not received a copy of Registrant's written disclosure statement at least forty eight (48) hours prior to executing the <i>Financial Planning Agreement</i>, <i>Consulting Agreement</i> or <i>Investment Advisory Agreement</i> shall have five (5) business days subsequent to executing the agreement to terminate Registrant's services without penalty.</p> <p>Registrant's clients are advised to promptly notify the Registrant if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon Registrant's management services.</p> <p>Neither the Registrant nor the client may assign the <i>Financial Planning Agreement</i>, <i>Consulting Agreement</i> or <i>Investment Advisory Agreement</i> without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of the Registrant shall not be considered an assignment.</p>
<p>Items 3L, 4A(5) 4B(8) and 4C(7)</p>	<p>As discussed in the response to Item 1D above, for those clients that require an enhanced and/or specialized level of investment management services, Registrant may recommend that those clients authorize the active discretionary management of a portion of their assets by and/or among certain <i>Independent Manager[s]</i>, based upon the stated investment objectives of the client. Registrant shall continue to render services to the client relative to the monitoring and review of account performance, asset allocation, and client investment objectives.</p>
<p>Item 4C(5)</p>	<p>Registrant does not recommend trading or margin. However, in the event that a client comes to Registrant with securities or margin, Registrant will include them in management.</p>
<p>Item 5</p>	<p>All individuals that give investment advice on behalf of the Registrant must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.</p>
<p>Item 6</p>	<p><b>Murray Woloshin</b></p>

Complete amended pages in full, circle amended items and file with execution page (page 1).

	<p>Born: 1959</p> <p>Educational Background:</p> <p>Boston University School of Management: BSBA, Honors Program, 1980</p> <p>Wharton School, University of Pennsylvania, 1978 (no degree conferred)</p> <p>1989-1990 Columbia Graduate School of Business, 1989-1990 (no degree conferred)</p> <p>Association of Investment Management and Research, Chartered Financial Analyst.</p> <p>Business Background:</p> <p>New Century Planning Associates, Inc., Investment Adviser Representative: 05/07 – 02/08</p> <p>BFC Consultants, Ltd., Computer Contractor/Consultant: 01/03 – Present</p> <p>FurrayLogic, Ltd., Computer Systems Contractor/Consultant: 01/01 – Present</p> <p>BFC, Portfolio Analyst: 01/86 – Present</p> <p>Independent Professional Services, Inc., Software Contractor/Consultant: 01/00 – 12/03</p>
Item 7C	<p>Registrant's Associated Person, Mr. Murray Woloshin, in his individual capacity is associated with a few outside business activities, none of which share clientele with Registrant's operations: FurrayLogic, Ltd., BFC Consultants, and BFC. FurrayLogic is a business involved with the development and sale of customized software systems and Mr. Woloshin spends approximately 90 hours per month with this business. BFC Consultants is a business involved with the development and maintenance of computer systems and Mr. Woloshin spends approximately 15 hours per month. BFC is a business involved in financial planning and Mr. Woloshin spends approximately 16 hours per month on this activity.</p>
Item 9E	<p>The Registrant has implemented an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics which serves to establish a standard of business conduct for all of Registrant's Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.</p> <p>In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.</p>
Item 10	<p>Although Registrant does not generally impose an account minimum, certain third party <i>Independent Manager(s)</i> may impose varying account minimums in order to commence an advisory engagement.</p>
Items 12A and 12B	<p>Please see the previous response set forth on this Schedule "F" to Item 1D. In addition, Registrant's general policies relative to the execution of client securities brokerage transactions are as follows:</p> <p>Execution of Brokerage Transactions (<b>when applicable</b>). If requested, Registrant will arrange for the execution of securities brokerage transactions for the account through broker-dealers that Registrant reasonably believes will provide "best execution". In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for account transactions.</p> <p>Consistent with obtaining best execution, transactions for a client's account may be effected through broker-dealers in return for research products and/or services which assist Registrant in its investment decision making process. Such research generally will be used to service all of Registrant's clients, but brokerage commissions paid by client may be used to pay for research</p>

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<p>Items 12A and 12B (continued)</p>	<p>that is not used in managing the client's account. The account may pay to a broker-dealer a commission greater than another qualified broker-dealer might charge to effect the same transaction where Registrant determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.</p> <p>Transactions for each client account generally will be effected independently, unless Registrant decides to purchase or sell the same securities for several clients at approximately the same time. Registrant may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Registrant's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Registrant's clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that the Registrant determines to aggregate client orders for the purchase or sale of securities, including securities in which Registrant's principal(s) and/or associated person(s) may invest, the Registrant shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, <i>SMC Capital, Inc.</i> The Registrant shall not receive any additional compensation or remuneration as a result of the aggregation.</p> <p>The client may direct Registrant to use a particular broker-dealer (subject to the Registrant's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the account with that broker-dealer, and the Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. In the even that transactions for client accounts are effected through a broker-dealer that refers investment management clients to the Registrant, the potential for conflict of interest may arise.</p> <p>In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.</p>
<p>Item 13A</p>	<p>Please see the response set forth in Item ID pertaining to investment research products and/or services which assist the Registrant in its investment decision-making process for its clients, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934. Specifically, although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant may receive from a particular broker-dealer/custodian, without cost, support services which allow Registrant to better monitor and service client accounts maintained at a particular broker-dealer/custodian.</p> <p>Although not a material consideration when determining whether to recommend that a client purchase a specific mutual fund, Registrant may receive assistance from certain mutual fund sponsors when providing investment seminars to prospective and existing clients. There is no commitment made by Registrant to any mutual fund sponsors that their products will be mentioned at seminars, recommended to, or purchased by clients of Registrant.</p>

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