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January 5, 2021

**FORM ADV PART 2A
BROCHURE**

This brochure provides information about the qualifications and business practices of Chadwick & D'Amato, LLC. If you have any questions about the contents of this brochure, please contact us at 603-526-2409. 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 Chadwick & D'Amato, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Chadwick & D'Amato, LLC is 116197.

Chadwick & D'Amato, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

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Material Changes

There are material changes in this brochure from the last annual updating amendment of Chadwick & D'Amato, LLC on March 27, 2019. Material changes relate to Chadwick & D'Amato, LLC's policies, practices or conflicts of interests only.

The firm no longer provides portfolio management for investment companies including investment development companies.

Advisory Business

Form ADV Part 2A, Item 4

Chadwick & D'Amato, LLC's (the "Firm") registration was granted by the U.S. Securities and Exchange Commission on January 12, 2004. Thomas M. Chadwick (CRD Number 2870028) is Principal and Chief Compliance Officer of the Firm. Anthony J. D'Amato (CRD Number 4185989) is Principal of the Firm. Tom M. Chadwick owns eighty (80%) percent of the equity of the Firm whereas Anthony J. D'Amato owns twenty (20%). The Firm is not publicly owned or traded. There are no indirect owners of the Firm or intermediaries which have any ownership interest in the Firm. As of December 31, 2019, the Firm managed, on a discretionary basis, \$76,919,259.

Chadwick & D'Amato, LLC is an investment adviser providing financial planning, consulting, and investment management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, investment companies, corporations and business entities. The Firm, depending upon the engagement, offers its services on a fee basis which may include hourly and/or fixed fees. Prior to engaging the Firm to provide any of the foregoing investment advisory services, the client will be required to enter into one or more written agreements with the Firm setting forth the terms and conditions under which the Firm shall render its services (collectively the "Agreement").

Prior to engaging the Firm to provide financial planning and/or consulting services, the client will generally be required to enter into a written agreement with the Firm setting forth the terms and conditions of the engagement and describing the scope of the services to be provided and the portion of the fee that is due from the client prior to the Firm commencing services. The Firm's financial planning / consulting fee (estimated hourly or fixed) is generally due in full upon delivery of the financial plan or completion of the agreed upon services. Either party may terminate the agreement by written notice to the other. In the event the client terminates the Firm's financial planning and/or

consulting services, the balance of the Firm's unearned fees (if any) shall be refunded to the client. If termination occurs within five business days of entering into an agreement for such services the client shall be entitled to a full refund. Fee refunds are prorated based on termination date. For example: a client pays \$750 per quarter and resigns on day 30 of a quarter with 90 days. The refund would be \$500, the amount total amount of unearned advisory fees. Clients may terminate the agreement without penalty, for full refund of the firm's fees, within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract with thirty days' written notice.

In performing its services, the Firm shall not be required to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. The Firm may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if the Firm recommends its own services. The client is under no obligation to act upon any of the recommendations made by the Firm under a financial planning / consulting engagement and/or engage the services of any such recommended professional, including the Firm itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of the Firm's recommendations. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Firm if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing, evaluating, or revising the Firm's previous recommendations and/or services.

The Firm's management using the *investment strategy* has been designed to comply with the requirements of Rule 3a-4 of the Investment Company Act of 1940, as amended. Rule 3a-4 provides similarly-managed accounts, such as the *investment strategy*, with a safe harbor from the definition of

an investment company. In accordance with Rule 3a-4, the following features have been specifically included in the Firm's management using the *investment strategy*:

1. **Initial Interview** – an initial interview is conducted with each client to determine the client's financial circumstances, goals, acceptable levels of risk, any reasonable restrictions on the management of their account, and other relevant circumstances;
2. **Individual Treatment** – the client's account is managed on the basis of the client's financial circumstances and investment objectives;
3. **Consultation** – an *Advisory Affiliate* of the Firm knowledgeable about the client's account shall be reasonably available to consult with the client relative to the status and management of their account;
4. **Notice of Transactions** – the client shall receive notice of all transactions in their account as if they had maintained a similar account outside of the *program*;
5. **Quarterly Statement** – the client shall be provided with a quarterly statement containing a description of all activity in the their account;
6. **Ability to Impose Restrictions** – the client shall have the ability to impose reasonable restrictions on the management of their account, including the ability to instruct the Firm not to purchase certain securities or types of securities;
7. **No Pooling** – the client's beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the client's account;
8. **Separate Account** – a separate account is maintained for the client with the custodian; and
9. **Ownership** - each client retains ownership of the account (e.g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

In order to meet its fiduciary duties to all of its clients, the Firm will endeavor to allocate investment opportunities among its clients on a fair and equitable basis.

The Firm will require the assigning the *Agreement* with consent of the other party. Transactions that do not result in a change of actual control or management of the Firm shall not be considered an assignment.

A copy of the Firm's privacy policy notice and a written disclosure statement shall be provided to each client prior to or contemporaneously with the execution of the *Agreement*. Any client shall have five (5) business days subsequent to executing the agreement to terminate the Firm's services without penalty.

Fees and Compensation

Form ADV Part 2A, Item 5

The Firm may provide its clients with a broad range of comprehensive financial planning and consulting services (which may include non-investment related matters). These services are project based and a one-time commitment between the client and the Firm. An example is a comprehensive financial plan drafted by the Firm and presented to the client.

The Firm's financial planning and consulting services fees are negotiable and billed at either a fixed rate or an hourly rate. For example, if a comprehensive financial plan is drafted for a client the Firm may charge a fixed rate (i.e. \$2,500) or an hourly rate (i.e. \$250 per hour).

Fixed fees, which typically range from \$500 to \$5,000, are disclosed to the client prior to commencement of the project. This fee is dependent on the level and scope of financial planning and/or consulting services provided to the client and are payable in full at project completion.

Hourly fees are billed at a rate of \$250 per hour. Firm will provide clients with a cost estimate prior to commencement of the project. This fee is dependent on the number of hours needed to complete the project and is payable in full upon completion.

Upon completion of the one-time financial planning and consulting services described above, the Firm may offer ongoing investment advisory services to the client. If engaged, the Firm shall charge a flat quarterly fee (billed in advance) or an hourly fee for ongoing services.

As discussed in response to Item 12 (below), the Firm's quarterly fee for ongoing investment advisory services is exclusive of, and in addition to, brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Firm shall not receive any portion of these commissions, fees, or costs.

The fee for ongoing advisory services provides client with a comprehensive range of financial planning and/or consulting services at no additional cost. For example, if Firm provides client with services such as cash flow analysis/planning, business planning, estate planning, insurance planning, college planning, investment & portfolio analysis, or annual meetings the client will not incur additional costs. The quarterly investment management fee includes all of the above services on an ongoing basis (i.e. clients do not pay fees to C&D in addition to the flat quarterly fee, regardless of how often they contact us).

Client may terminate ongoing advisory services with Firm at any time without penalty. As fixed quarterly ongoing advisory services are billed in advance, client will be entitled to a refund of unearned advisory fees. For example, if there are 90 days in a quarter and a client resigns 9 days prior to the end of the quarter, they will be entitled to a refund equal to 9 days of unearned advisory fees (or

10% of the quarterly advisory fee paid in this example). Firm will mail a check to the address of record no more than 30 days after client resignation.

If the client engages the Firm for additional investment advisory services, the Firm at its discretion may offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services above. (inventory of assets to be charged are included on Exhibit A)

The fees are two different things. Only new clients are subject to the latter -- a percentage-of-assets fee that encompasses both initial project development and implementation -- as this fee is only charged for (1) drafting the initial financial plan and (2) implementation of said financial plan. If the client engages the Firm for additional investment advisory services, the Firm at its discretion may offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services. Fees are billed quarterly in advance. There is no timeline, if there is one day left in a quarter and a client resigns, they will be refunded the one day of earned fees. We will provide you with a basic investment performance report that reflects the cumulative growth of your investment portfolio after adding for contributions and subtracting for withdrawal. This report is not GIPS compliant. The CFA Institute Global Investment Performance Standards (GIPS®) are globally accepted standards considered industry best practice for investment performance reporting and presentation. For more information on GIPS please see <https://www.cfainstitute.org/ethics-standards/codes/gips-standards>

In the event the client determines to engage the Firm to provide investment management services, the Firm shall do so on a fee basis. Flat quarterly fees are generally charged in advance for ongoing investment management services; however, we do have several ongoing investment management clients that we charge on an hourly basis (not a flat quarterly fee). These fees are charged in arrears as they are based on time spent helping client. In other words, hourly clients are charged in arrears based on the amount of time spent working with client during past quarter. All services - investment management, ongoing consulting, ongoing financial planning, etc. - are covered by these fees.

If engaged, the Firm shall charge a flat quarterly fee or an hourly fee. For the first year of services for new clients, the Firm will charge an initial fixed plan fee. As discussed in response to Item 12 (below), the Firm's fee, which is charged in quarterly or hourly fees, is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Firm shall not receive any portion of these commissions, fees, and costs. The Firm's fees are charged quarterly in advance. Complete range of financial planning and/or consulting services provided – cash flow analysis/planning, business planning, estate planning, insurance planning, college planning, investment & portfolio analysis, etc. The quarterly investment management fee includes all of the above services on an ongoing basis (i.e. clients do not pay fees to C&D in addition to the flat quarterly fee, regardless of how often they contact us).

The client may make additions to and withdrawals from the account at any time, subject to the Firm's

right to terminate an account. If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in the quarter. Clients may withdraw account assets on notice to the Firm, subject to the usual and customary securities settlement procedures. The Firm designs its portfolios as long-term investments and asset withdrawals may impair the achievement of a client's investment objectives.

For the initial quarter of investment management services, the first quarter's fees shall be calculated on a *pro rata* basis. The *Agreement* between the Firm and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. The Firm's fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, within 30 days of the date of termination.

Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. The Firm may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

The Firm's clients are advised to promptly notify the Firm if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon the Firm's management services.

Performance-Based Fees and Side-By-Side Management

Form ADV Part 2A, Item 6

The Firm does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Types of Clients

Form ADV Part 2A, Item 7

The Firm provides investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, investment companies, corporations and business entities.

The Firm does not impose an account minimum for starting or maintaining an account. However, as further discussed below, the Firm generally imposes a minimum annual fee for its investment management services. The Firm, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, pro bono activities, etc.).

The minimum required is \$125 quarter or \$500 per year, but the firm will allow exceptions.

Methods of Analysis, Investment Strategies and Risk of Loss

Form ADV Part 2A, Item 8

With regard to the method of securities analysis, the Firm shall use fundamental, technical and cyclical analysis.

The Firm intends to allocate its client's investment management assets, on a fully-discretionary basis, among mutual funds and exchange traded funds, as well as the securities components of variable annuities and variable life insurance contracts in accordance with the investment objectives of the client.

Investment strategies shall be long term purchases (securities held at least one year) and short term purchases (securities held for less than one year.)

Disciplinary Information

Form ADV Part 2A, Item 9

There are no criminal or civil actions to report.

There are no administrative proceedings to report.

There are no self-regulatory organization proceedings to report.

Other Financial Industry Activities and Affiliations

Form ADV Part 2A, Item 10

Neither the advisor nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

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

Form ADV Part 2A, Item 11

The Firm has adopted a written Code of Ethics. The code sets forth the standards of conduct and requires compliance with federal securities laws. Our code also addresses personal trading and requires our personnel to report their personal securities holdings and transactions to the Firm's Chief Compliance Officer. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

The Firm also maintains and enforces written policies reasonably designed to prevent the unlawful use of material non-public information by the Firm or any of its *Advisory Affiliates*.

The Firm does not buy nor sell for itself securities that it also recommends to clients. However, persons associated with the Firm ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with the following policies and procedures:

Unless specifically defined in the Firm's procedures (summarized below), none of the Firm's Associated Persons may effect for himself or herself, for his or her immediate family (i.e., spouse, minor children, and adults living in the same household as the Associated Person), or for trusts for which the Associated Person serves as a trustee or in which the Associated Person has a beneficial interest (collectively "*Covered Persons*"), any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of the Firm's clients.

When the Firm is purchasing or considering for purchase any security on behalf of a client, no *Covered Person* may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when the Firm is selling or considering the sale of any security on behalf of a client, no *Covered Person* may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security.

The foregoing policies and procedures are not applicable to (a) transactions effected in any account over which neither the Firm nor any of its *Advisory Affiliates* (as defined in this Form ADV) has any direct or indirect influence or control; and (b) transactions in securities that are: direct obligations of the government of the United States; bankers' acceptances, bank certificates of deposit, commercial paper, and high quality short-term debt instruments, including repurchase agreements; or shares issued by registered open-end investment companies.

This policy has been established recognizing that some securities being considered for purchase and sale on behalf of the Firm's clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the markets of such securities. Under certain limited circumstances, exceptions may be made to the policies stated above. The Firm will maintain records of these trades, including the reasons for any exceptions.

Brokerage Practices

Form ADV Part 2A, Item 12

The Firm shall generally recommend that clients utilize the brokerage and clearing services of Fidelity Investments and its affiliates (collectively referred to as “Fidelity”) for investment management accounts. Fidelity provides the Firm with a dedicated customer service team and access to their services via Wealthscape (the investment advisor portal). The only potential conflict would be if clients could have broader access to investments at a lower cost with a different custodian. This is not the case as other custodians offer similar services at similar costs with similar access/options to clients. The Firm reviews the services at these custodians periodically to ensure the existing relationship is beneficial to clients and the Firm.

The Firm may only implement its investment management recommendations after the client has arranged for and furnished the Firm with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions shall include, but are not limited to, *Fidelity*, any other broker-dealer recommended by the Firm, broker-dealer directed by the client, trust companies, banks, etc. (collectively referred to herein as the “*Financial Institution(s)*”).

Clients may incur certain charges imposed by the *Financial Institution(s)* and other third parties such as custodial fees, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other

fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to the Firm's fee.

The Firm may receive from *Fidelity*, without cost, computer software and related systems support, which allow the Firm to better monitor client accounts maintained at *Fidelity*. The Firm may receive the software and related support without cost because the Firm renders investment management services to clients that, in the aggregate, maintain a certain level of assets at *Fidelity*.

Specifically, the Firm may receive the following benefits from *Fidelity* through the Fidelity Registered Investment Advisor Group: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its Registered Investment Advisor Group participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order entry and account information.

The firm may receive products or services other than execution ("soft dollar benefits") from a broker-dealer or third-party for generating commissions. The firm does not earn commissions and they do not pay anything to Fidelity for using the advisor platform. This may present as a possible conflict of interest.

Review of Accounts

Form ADV Part 2A, Item 13

For those clients to whom the Firm provides investment supervisory services, the Firm monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom the Firm provides financial planning and/or consulting services, reviews are conducted on an “as needed” basis. Such reviews are conducted by one of the Firm’s Principals. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with the Firm and to keep the Firm informed of any changes thereto. The Firm shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts.

Those clients to whom the Firm provides investment advisory services will also receive a report from the Firm that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance that clients will be provided. Those clients to whom the Firm provides financial planning and/or consulting services will receive reports from the Firm summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing by the Firm.

Client Referrals and Other Compensation

Form ADV Part 2A, Item 14

If a client is introduced to the Firm by either an unaffiliated or an affiliated solicitor, the Firm may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the Firm's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to the Firm by an unaffiliated solicitor, the solicitor shall provide the client with a copy of the Firm's written disclosure statement which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of the Firm shall disclose the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of the Firm's written disclosure statement at the time of the solicitation. Any solicitor's the firm uses in the state of New Hampshire will be registered to stay compliant with the New Hampshire solicitor requirements.

Custody

Form ADV Part 2A, Item 15

The Firm has custody of several client accounts due to trustee relationships of the principal members of the Firm. The firm may also be deemed to have custody over the funds and securities of trust accounts for which it or its related persons serve as trustee.

As of December 31, 2019, the Firm had in total 2 custodial clients, with \$224 custodial assets.

The firm will be in compliance with the custody requirements under NH law which includes. (a) Safekeeping required. It is unlawful and deemed to be a fraudulent or deceitful act, practice, or course of business for an investment adviser, registered or required to be registered, to have custody of client funds or securities unless:

(1) Notice to secretary of state. The investment adviser notifies the secretary of state promptly in writing that the investment adviser has or may have custody. Such notification is required to be given on Form ADV;

(2) Qualified custodian. A qualified custodian maintains those funds and securities:

(A) in a separate account for each client under that client's name; or

(B) in accounts that contain only the investment adviser's clients' funds and securities, under the investment adviser's name as agent or trustee for the clients, or, in the case of a pooled investment vehicle that the investment adviser manages, in the name of the pooled investment vehicle.

When advisory fees are deducted directly from client accounts at client's custodian, The Firm will be deemed to have limited custody of client's assets. Because client fees will be withdrawn directly from client accounts, in states that require it, The Firm will:

(A) Possess written authorization from the client to deduct advisory fees from an account held by a qualified custodian.

(B) Send the qualified custodian written notice of the amount of the fee to be deducted from the client's account and verify that the qualified custodian sends invoices to the client.

(C) Send the client a written invoice itemizing the fee upon or prior to fee deduction, including the formula used to calculate the fee, the time period covered by the fee and the amount of assets under management on which the fee was based.

Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy. Clients are urged to compare the account statements they received from custodian with those they received from The Firm.

Investment Discretion

Form ADV Part 2A, Item 16

The Firm may render investment management services to clients relative to: (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans. In so doing, the Firm either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client assets shall be maintained at either the specific insurance company that issued the variable life/annuity product which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan. The firm provides discretionary and non-discretionary investment advisory services to clients.

Voting Client Securities

Form ADV Part 2A, Item 17

The Firm may vote proxies on behalf of its clients. When the Firm accepts such responsibility, it will only cast proxy votes in a manner consistent with the best interest of its clients. Absent special circumstances, which are fully- described in the Firm's Proxy Voting Policies and Procedures, all proxies will be voted consistent with guidelines established and described in the Firm's Proxy Voting Policies and Procedures, as they may be amended from time-to-time. At any time, clients may contact the Firm to request information about how Firm voted proxies for that client's securities or to get a copy of the Firm's Proxy Voting Policies and Procedures. A brief summary of the Firm's Proxy Voting Policies and Procedures is as follows:

- The Firm has formed a Proxy Voting Committee that will be responsible for monitoring corporate actions, making voting decisions in the best interest of clients, and ensuring that proxies are submitted in a timely manner.
- The Proxy Voting Committee will generally vote proxies according to the Firm's then current Proxy Voting Guidelines. The Proxy Voting Guidelines include many specific examples of voting decisions for the types of proposals that are most frequently presented, including: composition of the board of directors; approval of independent auditors; management and director compensation; anti-takeover mechanisms and related issues; changes to capital structure; corporate and social policy issues; and issues involving mutual funds.
- Although the Proxy Voting Guidelines are to be followed as a general policy, certain issues

will be considered on a case-by-case basis based on the relevant facts and circumstances.

Since corporate governance issues are diverse and continually evolving, the Firm shall devote an appropriate amount of time and resources to monitor these changes.

In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that the Firm maintains with persons having an interest in the outcome of certain votes, the Firm will take appropriate steps to ensure that its proxy voting decisions are made in the best interest of its clients and are not the product of such conflict.

Unless we agree otherwise, either verbally or in writing, we will not vote proxies on your behalf. You shall be responsible for (a) directing the manner in which proxies solicited by issuers of securities you beneficially own shall be voted, and (b) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the securities in the Account. You authorize and direct us to instruct the Custodian to forward to you copies of all proxies and shareholder communications relating to the assets.

Financial Information

Form ADV Part 2A, Item 18

The Firm does not require nor solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

Neither the Firm nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

The Firm has not been the subject of a bankruptcy petition in the last ten years.