

SEC File No: 801-62197

March 30, 2023

Granite Group Advisors, LLC

1 Landmark Square

Suite 426

Stamford, Connecticut 06901

203-210-7814

www.granitegroupadvisors.com

This brochure provides information about the qualifications and business practices of Granite Group Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 203-210-7814 and/or info@granitegroupusa.com. 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 our firm is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Granite Group Advisors is 127357.

Registration with the Securities and Exchange Commission does not imply any particular level of skill or training.

Item 2. Material Changes

This Firm Brochure is our disclosure document prepared according to the United States Securities and Exchange Commission's (SEC) current requirements and rules.

In the future, this Item will discuss specific material changes about our firm and made to the Firm Brochure and provide clients with a summary of such changes.

Pursuant to current SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our firm's fiscal year end. We may further provide other ongoing disclosure information about material changes as necessary.

At the time of this Firm Brochure, March 2023, our firm has no material changes to disclose and has updated its disclosure regarding third-party solicitor agreements in compliance of the SEC's new Marketing and Advertising Rules.

Item 3. TABLE OF CONTENTS

Item 1 - Cover Page	1
Item 2 - Summary of Material Changes	2
Item 3 - Table of Contents.....	3
Item 4 - Advisory Business.....	4
Item 5 - Fees and Compensation.....	6
Item 6 - Performance-Based Fees and Side-By-Side Management.....	9
Item 7 - Types of Clients.....	9
Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss.....	9
Item 9 - Disciplinary History.....	11
Item 10 - Other Financial Industry Activities and Affiliations.....	11
Item 11 - Code of Ethics.....	12
Item 12 - Brokerage Practices.....	13
Item 13 - Review of Accounts.....	14
Item 14 - Client referrals and Other Compensation.....	15
Item 15 – Custody.....	15
Item 16 - Investment Discretion.....	16
Item 17 - Voting Client Securities.....	16
Item 18 - Financial Information.	16

Item 4. Investment Management Business

Granite Group Advisors, LLC ("Granite Group") was formed in July 2003 to, among other things, provide discretionary and non-discretionary investment-related services. We assist clients in asset allocation and investment selection among various asset classes and sub-asset classes, including equities, fixed income, real estate, hedge funds, funds of hedge funds, private equity and other asset classes. Within each asset class, we recommend independent investment managers, and for certain clients, private investment funds (e.g., hedge funds, funds of hedge funds, private equity funds, real estate funds and others).

As used in this brochure, the words "we," "our" and "us" refer to Granite Group, and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

Investment Management Services for Private Clients

Granite Group provides discretionary investment management services to its Private Clients, individuals, including high net worth individuals, trusts, estates, charitable organizations, and business entities. Such services are provided pursuant to an Investment Management Agreement. Our operational structure is designed to utilize independent custodians, independent managers and Granite Group Advisors to create a more transparent process for our clients. The client's independent investment managers are only allowed to place trades in an assigned account. Granite Group believes that this structure provides clients with a better option than traditional institutions when the firm is the manager and custodian.

We are engaged on a discretionary basis to engage and terminate independent investment managers on behalf of client accounts, and to implement customized allocations among asset classes, in our discretion, consistent with the client's investment objective(s). Investment managers hired by Granite Group will provide active portfolio management with respect to the assets that are allocated to them pursuant to their specific investment strategies and styles. On a more limited basis, we may be engaged to directly purchase and sell individual debt, equity and/or fixed income securities, mutual funds, exchange-traded funds and call writing in accordance with the client's designated investment objective(s).

Clients may place reasonable restrictions on their investment accounts such as specific securities and/or sectors and Granite Group will integrate such restrictions into the client's investment program.

Investment Management for Pension and Retirement Plans

Granite Group also provides services to pension and retirement plans, including a Pooled Employer Plan, or PEP, sponsored by an entity owned by the principals of Granite Group (the "PEP"). We assist the plan sponsors to determine the investment objectives and requirements that are appropriate for each plan. We recommend various independent investment alternatives for the plan's review and consideration including, but not limited to, mutual funds, separate account managers/programs and customized model portfolios based on risk (for approval by each plan sponsor) that best fulfill the investment objectives within each investment category. When it is appropriate, Granite Group can also provide plan clients with an option to participate in a pooled employer plan (PEP), sponsored by an entity owned by Granite Group's principals and managed by Granite Group as a 3(38) Fiduciary. (Please see description below of services provided by a 3(38) Fiduciary.) Additional information about the PEP managed by Granite Group and potential conflicts of interest is provided under Item 10.

We do not sell bundled solutions offered by other service providers. We do not offer any proprietary products such as target date and lifestyle funds. We assist in the selection of independent mutual funds, record-keepers, custodians, TPAs, auditors and other vendors. We also offer model portfolios which enable plan participants to make a selection based on their personal set of circumstances.

We offer two levels of service to retirement plans, defined by reference to provisions in the Employee Retirement Income Security Act of 1974 (“ERISA”) based on client needs as follows:

- (1) Our ERISA 3(21) service is an investment advisory service in which Granite Group serves as a co-fiduciary providing a defined investment selection process for mutual funds offered in the retirement plan. We will provide customized analytics on all funds, including proprietary online investment and market information to the plan sponsor and the employees/plan participants. This will enable the plan sponsors to make more informed investment decisions. We also perform investment seminars for the plan participants; however, Granite Group has no investment discretion when providing 3(21) services. Either the plan sponsor or another investment fiduciary will make the final decision as to which investments are offered to plan participants.
- (2) Our second service, ERISA 3(38) fiduciary service, includes the ERISA 3(21) services described above and also offers 5 customized model portfolios based on risk. Granite Group has the discretion to determine the investments to be included in the model portfolios and/or mutual funds to be offered by the applicable plan. In addition, Granite Group’s 3(38) service provides for Granite Group to offer support to employee/participants in the client plans. Employee/participants may call Granite Group directly to provide explanations about the investment options in the plan lineup upon request. This service also provides a custom online investment education solution for each plan and its participants.

Granite Group also provides 3(38) Services to the PEP sponsored by Granite Group Retirement, LLC an entity owned by Granite Group’s principals. Additional disclosures about the PEP including potential conflicts of interest are provided under Item 10.

Principals:

The persons responsible for providing investment advice to Granite Group’s clients, including its private clients and Retirement/Pension plan clients, are Granite Group’s principals, Mr. Lyle B. Himebaugh III and Mr. Richard C. Zipkis.

- Mr. Himebaugh, born 1963, is the Chief Executive Officer of Granite Group. Mr. Himebaugh received a B.A. in Business/Economics from Washington College in 1986. Prior to forming Granite Group, Mr. Himebaugh was a registered representative at Credit Suisse First Boston (“CSFB”) (and Donaldson, Lufkin and Jenrette prior to its acquisition by CSFB) from November 1995 to July 2003.
- Mr. Zipkis, born 1964, is the Chief Investment Officer and the Chief Compliance Officer of Granite Group. He received a B.A. in Psychology from Boston University in 1987. Prior to joining Granite Group in February 2004, Mr. Zipkis worked in various capacities at CSFB, including as Director and Chair of the Money Management Selection Committee and Chief of Performance Analytics (2001 through 2004), Member of the Global Tactical Asset Allocation Committee (2002 through 2004) and Head of Trust Advisory Board at CSFB (2003 and 2004).

Assets Under Management

Assets under management were calculated as of December 31, 2022, based on information provided by third party custodians as to the value of assets as of that date. As of December 31, 2022, assets under management were \$ 600,540,323 (\$354,337,897 on a discretionary basis and \$246,202,426 on a non-discretionary basis).

Item 5. Fees and Compensation

Fees for Investment Management Services for Granite Group's Private Clients

Our standard annual asset-based advisory fees are set forth in the table below and are applicable to both discretionary and non-discretionary advisory services.

<u>Assets Under Management:</u>	<u>Fees on all assets.</u>
Less than \$10 million	Up to 1%
Greater than \$10 million and up to \$20 million	0.60%
Greater than \$20 million and up to \$50 million	0.50%
Greater than \$50 million and up to \$100 million	0.40%
Greater than \$100 million	0.30%

* Note that we may charge more than 1% for clients that request personalized services that require additional and extraordinary services such as specialized investment advice regarding particular or private securities that would require a significant amount of additional time of up to 1.25%. All fees will be disclosed to the client(s) prior to engagement.

The private client schedule above is not a graduated fee schedule. Once a client's total assets under management with Granite Group exceed a dollar value threshold, the fee assessed will be calculated based on total assets with Granite Group and the lowest applicable fee is applied to each account. In addition, clients may request access to certain administrative and performance reporting tools which, among other things, aggregate a client's holdings and manager allocations in a single place. Clients will be charged additional fees of three basis points multiplied by the market value of their assets under management to access such services.

Granite Group's fees for private clients do not include brokerage commissions, transaction fees, exchange fees, SEC fees and other related trading costs and expenses which are charged directly to the client account. Clients may also incur certain charges imposed by custodians, brokers and other financial service firms such as custodial fees, odd-lot differentials, transfer taxes, margin interest, deferred sales charges on mutual funds, wire transfer and electronic fund fees, advisory and administrative fees charged by mutual funds and ETFs, and other fees and taxes on brokerage accounts and securities transactions. Granite Group Advisors does not receive any of the potential fees described in this paragraph; such fees are charged by other service providers.

Clients will also bear the fees of third-party portfolio managers and other fees assessed by mutual funds, exchange traded funds and private investment funds (which typically include investment management fees and/or other operational expenses). Annual fees for traditional equity managers managing client assets in a separate account may vary, but typically range from between 0.40% to 0.95%. Annual fees for traditional fixed income managers managing client assets in a separate account may vary, but typically range from 0.15% to 0.25%. Fees of non-traditional investment managers (e.g., hedge fund and other private fund managers)

typically consist of an asset-based management fee ranging from 0.5%-2.5% per year of assets under management, and a performance-based fee or allocation ranging from 10%-25% of net profits achieved by the private fund or separate account during a particular year, typically on a cumulative high-water mark basis, but vary from fund to fund. In some cases, a private investment fund may also bear its allocable share of the expenses of its investment manager or sponsor. The foregoing fees charged by the manager are incurred by the client and in addition to the fees charged by Granite Group Advisors. We do not receive referral fees from any independent manager, private investment fund, mutual fund or ETF issuer or distributor. We actively advocate on behalf of the client for the most favorable institutional rate fees available in the marketplace.

Our annual investment management fee is prorated and paid quarterly, in advance. The quarterly fee will be based upon the market value of the assets on the last business day of the previous calendar quarter. Granite Group, in the rare event and in its discretion, may charge an administrative setup fee for its research, allocation and investment guideline services, if a client terminates our Investment Management Agreement prior to the one-year anniversary. Any such administrative setup fee may be either the balance of the annual management fee, an hourly rate or a fee based on the client assets, depending on the nature of the client relationship and extent of our firm's services. In addition, if provided for in a client's Investment Management Agreement, Granite Group charges a performance-based fee of 5% of profits on private equity investments. This fee will be assessed when the investment is liquidated or transferred and will be charged pursuant to our Investment Management Agreement with the applicable client.

Our Investment Management Agreement and the custodial/clearing agreement the client enters into with the custodian may authorize the custodian to debit the account for the amount of our investment advisory fee and to directly remit such fee to us. Although Granite Group carefully reviews client billing, and clients receive invoices for their fees, clients should always verify that the advisory fee deducted by the custodian and shown on their statement from their account is correct. In the limited event that we bill the client directly, payment is due upon receipt of our invoice.

Investment management fees may be separately negotiated with specific clients, subject to many factors. We may waive our account minimums and/or investment management fees, in our sole discretion and charge different investment management fees based upon certain criteria. For example, we may consider anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, and negotiations with a client, among other things. The Investment Management Agreement between us and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the agreement. In the event of termination mid-quarter, our investment management fee shall be pro-rated, and the client would receive a refund for pro-rated fees from the date of termination through quarter-end, calculated based on the number of days in the applicable quarter.

Fees for Retirement/Pension Plan Clients:

	Service 1	Service 2
Assets Under Management:	(3)21 Fund lineup and education	(3)38 Model Portfolios
Between \$5 and \$10 million	.30%	.40%
Greater than \$10 million and up to \$20 million	.15%	.35%
Greater than \$20 million and up to \$50 million	.10%	.25%
Greater than \$50 million	Negotiated	

Fees for Granite Group's Retirement and/or Pension Plan Clients are calculated based on total assets with Granite Group and the lowest applicable fee is applied to each account. Clients will have access to certain administrative and performance reporting tools. Granite Group works independently from the mutual fund managers, third party administrators, record-keepers, custodians and auditors. Granite Group does not receive any direct or indirect compensation from any investment manager, vendor, or any other retirement plan provider. Plan clients may choose the option to pay a flat annual fee subject to minimum asset requirements.

Our annual investment management fees are prorated and paid quarterly, in arrears. The quarterly fee will be based upon the market value of the assets on the last business day of the previous calendar quarter. Usually, the record-keeping agreement the client enters into with the record-keeper/custodian authorizes the record-keeper/custodian to debit the account for the amount of our investment management fee and to directly remit such fee to us. In the limited event that we bill the client directly, payment is due immediately upon receipt of our invoice.

Granite Group, in the rare event and in its discretion, may charge an administrative setup fee for its research, allocation and investment guideline services, if a client terminates our services prior to the one- year anniversary of the date that the Client's account(s) was/were established. Any such administrative setup fee may be either the balance of the annual fee, an hourly rate or a basis point fee based on the client assets, depending on the nature of the client relationship and extent of our firm's services provided.

Granite Group Retirement

In 2019, the principals of Granite Group formed another entity, Granite Group Retirement LLC, to sponsor a Pooled Employer Plan ("PEP") as described in §413(e) of the Internal Revenue Code, which hired Granite Group as its Investment Manager. The fees that Granite Group charges to manage the PEP are as listed below.

Fees for Acting as a 3(38) Investment Manager to the Granite Group Pooled Employer Plan ("PEP")

Annual Investment Management Fees are charged in advance and calculated based on the market value of assets in the participating plan as of the first day of a calendar quarter. Participating plans that adopt the PEP hire a package of service providers that includes both Granite Group Retirement LLC as Sponsor to the PEP and Granite Group as the investment adviser and 3(38) fiduciary to the PEP.

Granite Group charges a basis point fee based on the market value of assets in the Plan.

Assets in the participating plan:

For plans with balances up to \$1,000,000
Plans with values between \$1m – \$5m
Plans with values between \$5-\$10 million
Plans with values between \$10-\$20million
Plans with values of \$20million or more

GGA fees:

30bps or .30% on all assets.
25bps or .25% on all assets.
20bps or .20% on all assets.
15bps or .15% on all assets.
10bps or .10% on all assets.

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

Granite Group may charge a performance based fee to its private (non-plan) clients on specific types of investments that require additional due diligence, such as private equity investments. If a client were to be charged performance-based fees, the terms would be included in that client's investment management agreement. Performance based fees would be charged in addition to Granite Group's asset-based fees, which are calculated as described above. In addition, Granite Group may engage independent investment managers on behalf of a client that charge performance-based fees, in which case the client will sign an agreement with such adviser, disclosing the nature and amount of the fees.

Side-by-side management refers to multiple client relationships where an adviser manages accounts with both fixed fees and performance fees on a simultaneous basis and may face a conflict of interest. As we only charge performance fees with regard to particular investments, and not accounts, we do not believe that there is a conflict that could result from situations such as managing some accounts with performance fees and others without such fees. However, clients should be aware that performance-based fees can create a conflict of interest because they could give us a financial incentive to choose private equity investments, which could be riskier or more speculative than other investments. However, each account that is eligible for private equity investments is managed specifically for the account owner and in the owner's best interest. Allocations of private equity investments would also be based on clients' individualized needs; however, clients should be aware that performance fees may cause conflicts with regard to allocation to clients and buy and sell decisions.

Item 7. Types of Clients

Granite Group's services are generally available to individuals, including high net worth individuals, trusts, estates and charitable organizations, business entities and pension and retirement plans. Granite Group generally requires an account minimum of \$5,000,000 for both discretionary and non-discretionary private client investment management services. Granite Group generally requires a \$3,000,000 minimum for retirement plan clients. Granite Group may waive minimum requirements.

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

Granite Group prides itself on the highest level of customization for our private clients. Our process starts with a quantitative and qualitative analysis of independent managers. We look to identify independent investment managers and investment funds and are guided by a fundamental principle to seek low volatility without sacrificing manager benchmark return. Our next step is to understand the client's needs and goals. When making allocation recommendations among investment managers and funds, our process emphasizes applied behavioral mathematics in an effort to reduce and eliminate redundancies among multiple managers that would result in excessively concentrated investment positions (or alternatively offsetting positions and

exposures that would reduce the ability to optimize investment gains), with an eye toward thorough diversification. Once an overall asset class allocation is complete, we then seek to exercise our independent judgment regarding the timing of allocations toward specific managers, strategies and sub strategies, among other things. Granite Group's Principals proactively monitor the managers and the client's allocations to ensure consistency with the client's stated goals.

Allocation

We expect client accounts will have different allocations among managers, asset classes, sector and geographic exposure. Such differences are typically attributable to our level of customization and other factors, including the relative amounts of capital available for new investment; cash inflows and outflows; differing investment guidelines; restrictions and/or policies; and our own independent judgment as to when to implement allocations toward particular markets, asset classes, investment managers, investment strategies and investment styles. Investments frequently are made on behalf of certain clients without participation by all clients, however, we do seek to act in a fair and equitable manner in allocating investment opportunities to all similarly situated client accounts over time.

Independent Investment Managers

Based upon a client's stated investment objectives, we will generally recommend that they use active discretionary independent managers for their assets. We may recommend investment managers who employ traditional and/or alternative investment strategies if they meet our criteria. Traditional investment strategies, often thought of as "long only", generally do not engage in a significant amount of short selling, use a limited amount of or no leverage, and generally focus on traditional asset classes such as equities and fixed income instruments. Investment Managers who use non-traditional strategies also use equities and fixed income instruments in connection with their portfolios, but they also often engage in short-selling, use leverage (to varying degrees, but many use leverage extensively), and use other non-traditional asset classes such as real estate, commodities, derivatives and other structured products, energy-related products and high-yielding securities. Non-traditional investment managers also may employ alternative investment strategies, including but not limited to, long/short equity, equity market neutral, event driven, global macro, convertible arbitrage, distressed securities, and managed futures, as well as other investment products and strategies.

We may recommend that a client engage investment managers that employ a variety of investment strategies, styles and investment techniques and invest and trade in a wide range of securities and other instruments. Such securities and instruments may include, but not be limited to, preferred and common equities, convertible securities, bills, notes, bonds, mortgages, structured securities, repurchase agreements, currencies, commodities, futures contracts, swaps, options, warrants, contracts for difference and derivative instruments.

When reviewing potential investment managers, we use both qualitative and quantitative analysis. Our reviews will generally include collecting and evaluating information about an investment manager's ownership structure, asset growth, goals, and key personnel (with focus on employees who are involved in the investment process) and their tenure. We generally seek to conduct on-site visits to evaluate an investment manager's technological and administrative infrastructure, among other things, however, if on-site visits are not possible, we will perform other analyses to understand the manager's operations. We will seek to evaluate an investment manager's investment philosophy as well as its methodology and investment process to determine whether they, and historical investments, are consistent with the investment manager's stated investment philosophy. We also review historical returns, factor exposures, and volatility of performance, on both an absolute basis and relative to peers. We consider an investment manager's regulatory status and

disciplinary history as well as its compliance and risk management policies and controls. We also consider an investment manager's general transparency and frequency of reporting to its clients.

Risk of Loss

All investments involve the risk of loss of capital. No guarantee is made that Granite Group, or any investment manager, will achieve investment objectives or avoid substantial losses. There can be no assurance that an investment manager will adhere to its stated investment strategy or strategies or be representative of any particular investment strategy or strategies. Furthermore, private investment funds involve various risk factors and liquidity constraints, a discussion of which is set forth in the offering documents relating to such private investment fund, which will be provided to clients for review and consideration when recommended. Each client that invests in a private investment fund will be required to complete a subscription agreement. In connection with such subscription agreement, an investor will be required to make certain representations requiring their financial net worth, financial and investment sophistication and acknowledge that they have read and understand the offering document furnished, and understand the risks and constraints, including liquidity constraints, among other things.

Granite Group is not responsible for the performance of independent investment managers or independent private investment funds or their compliance with applicable laws or regulations or other matters not within Granite Group's control. Without limiting the generality of the foregoing, Granite Group will not be responsible for any act or omission of any independent investment manager, or any misstatement or omission contained in any document prepared by or with the approval of any independent investment manager or any loss, liability, claim, damage or expense, whatsoever, as incurred, arising out of or attributable to such misstatement or omission. Independent investment managers will be solely responsible for the management of client account assets that are allocated to them. Different investment managers may engage in contrary transactions with respect to the same security.

Item 9. Disciplinary History

Registered investment advisers are required to disclose certain material legal or disciplinary events that would be material to your evaluation of the firm or the integrity of the firm's management in this item. Granite Group does not have any employees with disciplinary history.

Item 10. Other Financial Industry Activities and Affiliations

Granite Group's Principals and other employees may allocate their own investment assets with investment managers, investment funds and other securities and instruments that are recommended to advisory clients. Granite Group's Principals and other employees also may engage in investment activities that are independent from and may conflict with those of its advisory clients. As a result, instances may arise where the interests of the Principals and/or such other employees will conflict with the interests of advisory clients. Granite Group will monitor such potential conflicts (See Item 11 below) and endeavor to avoid such conflicts.

The principals of Granite Group are principals of a sponsor of a Pooled Employer Plan ("PEP") for which Granite Group acts as 3(38) fiduciary and investment adviser. Participating plans that adopt the PEP hire both Granite Group Retirement LLC as Sponsor to the PEP and Granite Group as the investment adviser and 3(38) fiduciary to the PEP. Granite Group's provision of investment services to the employers adopting the PEP does not conflict with Granite Group's management of its other accounts, although other accounts (including pension plans) managed by Granite Group may invest in the same funds or securities as those invested in by the PEP. The PEP adopting employers pay or authorize payment of fees to Granite Group that are comparable to fees paid by other Granite Group clients. The persons responsible for deciding to partner

with Granite Group Retirement LLC in offering combined services to the PEP and its adopting employers are the principals of Granite Group, who will benefit from a portion of the total fees paid in connection with the PEP. The relationship between the PEP and Granite Group is disclosed to all plan sponsors. Plan sponsors enter into agreements with both Granite Group and the PEP prior to investing assets in the PEP and are informed that by adopting the PEP, they are also hiring Granite Group as adviser.

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

Granite Group has adopted a Code of Ethics (the “Code”) for the purpose of establishing standards of business conduct and fostering a high level of professional ethics, a culture of honesty and accountability and assisting employees with complying with the Advisers Act. The Code requires employees to act fairly and in the best interests of clients.

- Standards of Business Conduct and Conflicts of Interest. The Code addresses conflicts of interest that may arise in the course of conducting Granite Group’s business and requires that all employees endeavor to avoid situations that present potential or actual conflicts. The Code is based upon the principle that Granite Group and its employees owe a fiduciary duty to Granite Group’s clients to conduct their affairs, including their personal securities transactions, in such a manner as to avoid (i) serving their own personal interests ahead of clients, (ii) taking inappropriate advantage of their position with the firm and (iii) any actual or potential conflicts of interest or any abuse of their position of trust and responsibility. Granite Group has also adopted certain policies and procedures that are designed to monitor personal investing and related activities and to prevent actual or potential conflicts of interest and complying with applicable laws.
- Treatment of Inside Information. The Code prohibits employees from trading, encouraging others to trade or recommending securities or other financial instruments based on inside information unless such information has been first publicly disclosed and sufficient time has passed before acting upon it. In addition, we also maintain and enforce written policies reasonably designed to prevent the misuse of material non-public information by Granite Group or any person associated with us.

Restrictions on and Reporting of Personal Investing and Related Activities. To avoid potential conflicts that may arise as a result of personal investing activities, Granite Group has established policies and procedures regarding personal securities reporting and transactions to detect and prevent conflicts of interest. Granite Group requires all employees to report their personal securities holdings on an annual basis (as well as initially upon hire) and personal securities transactions on a quarterly basis. These reports are reviewed in an effort to detect possible conflicts and abuse. In addition to the reporting obligations, employees may be subject to certain other trading restrictions as deemed necessary and more fully described in the Code. In certain instances, Granite Group employees may invest in the same securities that Granite Group recommends to its clients. Such transactions are reviewed by Granite Group’s compliance team and if such transactions are permitted, it is because Granite Group’s compliance team believes that such transactions do not present a conflict of interest considering the markets and liquidity for the securities traded.

Granite Group does not buy securities from, or sell securities to its clients (i.e., we do not engage in “principal transactions” with clients.)

Clients may obtain a copy of our Code of Ethics by contacting us at 203-210-7814.

Item 12. Brokerage Practices

Unless a client directs otherwise, we will generally recommend that Royal Bank of Canada (“RBC”), serve as the broker-dealer/custodian for private clients’ investment management assets. Broker-dealers charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions and / or mark-ups / mark-downs may be charged for individual equity and fixed income securities transactions). In addition to our investment management fee, brokerage commissions and/or transaction fees, the client will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses charged by the fund manager directly to the client). It may be the case that RBC charges a higher fee for a particular type of service, such as commission rates, than can be obtained from another broker.

Unless a client directs otherwise, we will generally recommend Mid-Atlantic Trust Company (MATC), to serve as the custodian of a retirement plan. The fees charged by MATC are independent of Granite Group’s fees. Such fees will include regular custodial fees, and “model exchange” fees for clients utilizing model portfolios managed by Granite Group. Such fees are up to 3.5 basis points of assets.

Granite Group receives the following benefits from RBC and MATC through its RBC and MATC Advisor Services unit: receipt of duplicate client confirmations, bundled duplicate statements and online access; access to a trading desk that exclusively services its Advisor Services participants such as Granite Group; and access to an electronic communication network for client order entry and account information. We also may receive research from such custodian/broker-dealers. Although Granite Group does not directly use client brokerage commissions to obtain these benefits, which Granite Group does not pay for, Granite Group may have a conflict of interest when a client or prospective client asks Granite Group to recommend a custodian. Granite Group believes that our receipt of computer software, related systems support, and other products and services often enable us to better monitor and service client accounts, and the conditioning of our receipt of such services and products on client assets creates a conflict of interest when we discuss or are otherwise asked to recommend a broker-dealer or custodian. Further, the benefits provided may benefit all client accounts and not just the client accounts held in custody with RBC or MATC.

Clients may utilize another broker/dealer and/or another custodian and have no obligation to purchase or sell securities through RBC or MATC, subject to our right to decline and/or to terminate the engagement. If requested, we will assist a client in identifying another broker-dealer for the execution of securities brokerage transactions for their account. In assisting a client in identifying a broker-dealer that can provide best execution, commission costs will not necessarily be the determinative factor. We may also take into consideration the full range of a broker-dealer's services including execution capability, commission rates, and responsiveness. Accordingly, the client may not necessarily obtain the lowest possible commission rates for account transactions.

Third-Party Managers

When third-party investment managers are selected to manage portions of client portfolios, they will generally be authorized and directed to effect transactions subject to their duty of best execution. In most cases, provided they seek to obtain best execution, such investment managers will generally have complete discretion in deciding what brokers, dealers, banks and other financial intermediaries and counterparties with or through which to execute or enter into portfolio transactions, whether such transactions are entered for a private investment fund or a separate account. A client may direct an investment manager to use a particular broker-dealer 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 investment manager 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 such investment manager. As a result, a 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 if they did not direct brokerage. In the event that the client directs an investment manager to effect securities transactions for the client's accounts through a specific broker-dealer, the client acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available.

Best Execution

In the limited circumstances where we exercise discretion to purchase equity, fixed income or other securities, or are requested on an unsolicited basis to purchase such securities, we are subject to a duty of best execution. When effecting such purchases and sales, we may consider a number of factors, including the ability of a broker to effect the transaction, the broker's facilities, reliability, financial strength and stability, the efficiency with which transactions are effected, clearing capacity, responsiveness to us and the provision or payment (or the rebate to client accounts) by such broker or dealer of the cost of property or services. Accordingly, transactions may not always be executed at the lowest possible commissions.

Aggregation and Allocation

Transactions for each client account generally will be effected independently unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such orders to obtain "best execution," to negotiate more favorable commission rates, or to allocate among clients more equitably 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 clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that we determine to aggregate client orders for the purchase or sale of securities, including securities in which Granite Group principals (and/or associated persons) may invest, we shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, SMC Capital, Inc. We will not receive any additional compensation or remuneration as a result of the aggregation.

Item 13. Review of Accounts

Granite Group proactively monitors, on behalf of each client, the managers and client portfolios and the client's allocation to ensure consistency for the client's stated goals with regular account reviews. Such reviews are typically conducted by one of our Principals and our conducted no less frequently than quarterly. All investment advisory clients are encouraged to discuss their needs, goals and objectives with Granite Group and to keep us informed of any changes. We seek to contact investment advisory clients at least annually to review the services provided during the prior year, to recommend changes to their portfolios and allocations, and to discuss how changes in a client's financial situation and/or investment objectives may impact their allocations. In addition to the reviews and discussions noted above, clients generally also receive transaction confirmations and periodic summary account statements from their broker-dealer or custodian. In addition to the periodic statements provided by their broker-dealer and/or custodian, clients are also typically provided online, real-time access to their account information, which typically includes reporting of activity, performance and allocation analytics.

Client Reports

Granite Group Advisors private clients have 24/7 access to their accounts through direct online access to the custodian. The custodians' online access allows the client to see the securities purchased and sold directly in the client's account(s). Clients also may access a performance report available through Granite Group's website. This report is independent of the custodial report. The performance report allows the client to see each individual account's performance and the performance of all accounts together. This allows the client to verify account activity.

Access to the custodial or performance reports can be accessed through Granite Group's login site:

http://www.granitegroupadvisors.com/login_advisory.php

In addition, Granite Group Advisors provides written quarterly performance reports directly to the clients.

Item 14. Client Referrals and Other Compensation

Though Granite Group is not paid cash and generally does not receive any economic benefit from a nonclient in connection with giving advice to clients, certain broker-dealers and custodians, including RBC and MATC, may provide us with certain support services and/or products without cost or at a discount, and the availability of such support services and products may be contingent upon or related to the level of assets maintained at such broker-dealer or custodian by our clients. Though we believe that our receipt of computer software, related systems support, and other products and services often enable us to better monitor and service client accounts, the conditioning of our receipt of such services and products on client assets creates a conflict of interest when we discuss or are otherwise asked to recommend a broker-dealer or custodian. Granite Group receives the following benefits from RBC and MATC through its RBC and MATC Advisor Services unit: receipt of duplicate client confirmations, bundled duplicate statements and online access; access to a trading desk that exclusively services its Advisor Services participants such as Granite Group; and access to an electronic communication network for client order entry and account information. We also may receive research from such custodian/broker-dealers. However, there is no direct correlation between trades executed using those custodian broker-dealers and the benefits received. Further, the benefits received may be used to benefit accounts other than those held with RBC and/or MATC. Granite Group strives to avoid any conflicts of interest with respect to choosing broker-dealers and not consider such benefits with respect to any individual transaction. However, as Granite Group does receive the benefits described above, it may have a conflict of interest when a client or prospective client asks Granite Group to recommend a custodian.

Granite Group does not pay any endorsers or promoters for client referrals.

Item 15. Custody

Client account assets are generally held in custody with an independent and qualified broker-dealer or bank custodian. Clients may determine themselves which custodian to use. When we are asked to recommend a broker-dealer/custodian for execution and/or custodial services for a private client, we generally recommend that private client investment management accounts be maintained at RBC. With respect to the services provided to retirement plan sponsors, we generally recommend MATC. Clients enter into a separate custodial/clearing agreement directly with each broker-dealer/custodian that they select.

Granite Group is deemed to have custody under regulatory guidelines as a result of a) our firm's authority from certain clients for Granite Group to directly debit client advisory fees from their custodian accounts consistent with industry practices and regulatory guidelines, and b) certain Granite Group Partner(s) acting in a trustee/co-trustee relationship for certain advisory client relationships. For those trustee relationships,

Granite Group must undergo a surprise annual exam, among other things, by an independent accounting firm, under relevant regulatory guidelines and make certain regulatory filings.

Clients receive monthly and/or quarterly statements from Granite Group and the applicable custodian and are urged to carefully review each statement. In order to ensure that all account transactions, holdings and values are correct and current, we urge clients to compare our firm's statements with the statements you receive directly from your independent broker-dealer or bank qualified custodian.

Item 16. Investment Discretion

Prior to engaging us to provide investment management services, clients are required to enter into a formal Investment Management Agreement with us setting forth the terms and conditions under which we will manage the client's assets. When we are granted discretion, as part of such Investment Management Agreement, the client will grant us full trading authority over the account and grant us discretion to buy, sell or otherwise effect investment transactions and authorize us to delegate active discretionary management of all or part of the account assets to one or more investment managers. We are authorized to terminate or change independent managers when, in our sole discretion, we believe such termination or change is in the client's best interest. We generally will seek to communicate such changes with clients prior to enactment/execution.

Item 17. Voting Client Securities

As a general rule, Granite Group does not vote proxies for its private clients, nor will it take any action or render any advice to any client or any account with respect to the voting of proxies solicited by, or with respect to issuers of any securities held in a client's account. With respect to Granite Group's plan clients, Granite Group will vote proxies in accordance with the applicable plan's policies and governing documents.

Client's may determine to maintain themselves, or delegate to a third party investment manager (if such manager is willing): responsibility for: (1) directing the manner in which proxies solicited by issuers shall be voted, and (2) making elections relative to mergers, acquisitions, tender offers, bankruptcy proceedings, class actions or other events pertaining to the client's investment assets. The client shall correspondingly instruct each custodian to forward to the client (or third party investment manager, as applicable) copies of all proxies and shareholder communications relating to the client's investment assets.

Item 18. Financial Information

Granite Group does not require or solicit prepayment of more than \$1,200 in management fees per client, six months or more in advance. Granite Group has never been the subject of any financial proceeding or any bankruptcy petition.