

**Part 2A of Form ADV  
Firm Brochure**

**Granite Financial Partners, LLC**

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This brochure provides information about the qualifications and business practices of Granite Financial Partners, LLC. If you have any questions about the contents of this brochure, please contact us at (603) 554-8551 or [jay@gfpmh.com](mailto:jay@gfpmh.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 Granite Financial Partners, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is CRD#172241.

## Item 2 Material Changes:

The material changes in this brochure from the last annual updating amendment of Granite Financial Partners, LLC on March 16, 2018 are described below. This list summarizes changes to policies, practices or conflicts of interests only.

- Granite Financial Partners, LLC has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.
- Item 5 was updated to include a description of additional fees applicable to non-wrap accounts.
- Item 12 was updated to indicate the Firm now recommends Charles Schwab & Co., Inc. as a broker-dealer and custodian in addition to Cantella & Co., Inc.
- Item 14 was updated to describe benefits the Firm receives from Charles Schwab & Co.

## Item 3 Table of Contents

Item 1	Cover Page	1
Item 2	Material Changes	2
Item 3	Table of Contents	2
Item 4	Advisory Business	3
Item 5	Fees and Compensation	4
Item 6	Performance-Based Fees	6
Item 7	Types of Clients	6
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss	7
Item 9	Disciplinary Information	9
Item 10	Other Financial Industry Activities and Affiliations	10
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
Item 12	Brokerage Practices	10
Item 13	Review of Accounts	11
Item 14	Client Referrals and Other Compensation	12
Item 15	Custody	12
Item 16	Investment Discretion	12
Item 17	Voting Client Securities	13
Item 18	Financial Information	13

#### **Item 4 Advisory Business:**

Granite Financial Partners, LLC (the "Firm"), is a registered investment advisor with its principal place of business in Milford, New Hampshire. The firm has been a registered investment adviser since 2014.

Listed below are the firm's principal shareholders, (i.e., those individuals and/or entities controlling 25% or more of this company).

- Jonathan J. Edwards, President owns 100% of Granite Financial Partners, LLC. Through Granite Financial Partners, LLC, Mr. Edwards offers the following advisory services to our clients:

#### **INVESTMENT SUPERVISORY SERVICES OVERVIEW**

Granite Financial Partners, LLC offers a selection of advisory services to individuals, pension and profit sharing plans, Trusts, Estates, charitable organizations, corporations and other business entities.

We manage these advisory accounts on a discretionary basis. Account supervision is guided by the client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

Granite Financial Partners, LLC creates client portfolios consisting of one of, or a combination of, the following: individual equities, exchange traded funds, bonds, no-load or load-waived mutual funds.

Granite Financial Partners, LLC's services include:

#### **Separately Managed Accounts (SMA)**

These accounts are actively managed portfolios of individual securities (which may include common stocks, preferred stocks, exchange traded funds, bonds, and other corporate obligations, U.S. government or agency securities, municipal obligations, mutual funds). The primary objective is to achieve long-term investment returns consistent with the needs and objectives of individual clients. Portfolios managed as Separately Managed Accounts may differ substantially due to individual client's risk/reward profile, investment objective, timing of deposits, near term cash needs, and tax issues.

#### **Financial Planning**

Granite Financial Partners, LLC provides investment analysis and advice in the form of a Financial Plan. Clients desiring financial planning advice and services can purchase these services and they will receive a written report addressing as many of the following concerns as are relevant: personal goals including budgeting, personal liabilities, estate information and financial goals; taxes and cash flows; education planning; retirement planning; and death and disability issues. Granite Financial Partners, LLC always encourages clients to work closely with their attorney, accountant, insurance agent and other appropriate advisors. Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. All investment recommendations are generic in nature, but tailored to client needs determined by the financial plan.

The firm will on occasion advise the principal owners of closely held companies and/or business valuation companies on issues of succession planning strategies which may include estate planning considerations.

### **Selection of Other Advisers**

Granite Financial Partners, LLC may direct clients to third-party investment advisers. Before selecting other advisers for clients, Granite Financial Partners, LLC will verify that all recommended advisers are properly licensed, notice filed, or exempt in the states where Granite Financial Partners, LLC is recommending the adviser to clients.

### **Pension Consulting Services**

Granite Financial Partners, LLC offers consulting services to pension or other employee benefit plans (including but not limited to 401(k) plans). Pension consulting may include, but is not limited to:

- identifying investment objectives and restrictions
- providing guidance on various assets classes and investment options
- recommending money managers to manage plan assets in ways designed to achieve objectives
- monitoring performance of money managers and investment options and making recommendations for changes
- recommending other service providers, such as custodians, administrators and broker-dealers
- creating a written pension consulting plan

These services are based on the goals, objectives, demographics, time horizon, and/or risk tolerance of the plan and its participants.

### **Wrap Fee Programs**

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. The Firm sponsors a wrap fee program which is described in the Firm's separate wrap fee brochure.

As of December 2017, The Firm manages approximately \$ 105,905,972 for approximately 302 clients on a discretionary basis. The Firm manages approximately \$ 4,908,622 for approximately 7 clients on a non-discretionary basis.

### **Item 5 Fees and Compensation:**

#### **INVESTMENT SUPERVISORY SERVICES**

#### **Separately Managed Accounts ("SMA")**

The annual fee for SMA accounts will be charged as a percentage of assets under management, according to the following schedule:

<b>Account Asset Value</b>	<b>Standard Annualized Fee</b>	<b>Discounted Fee</b>
First \$500K	1.50%	
500K - \$1,500,000	1.25%	
\$1,500,000 +	1.0%	

Client accounts are debited either monthly or quarterly by the Clearing Firm to collect the pro-rata portion of the annual fee charged by Granite Financial Partners, LLC and that fee is remitted back to Granite Financial Partners, LLC. The monthly or quarterly fee calculation is based upon the value of the client's account at the end of the previous month or quarter. In addition to the management fee, SMA accounts

may pay an annual custody fee directly to the custodian which is a client expense.

## **OTHER COMPENSATED SERVICES**

### **Financial Planning**

Financial planning fees will be calculated based on a charge of \$290.00 per hour but depending on the nature and complexity of the individual client's personal circumstances that rate may be discounted on a client by client basis. The length of time it will take to provide a financial plan will depend on each client's personal situation. For hourly financial planning fees that are collected in advance, the fee refunded will be the balance of the fees collected in advance minus the hourly rate times the number of hours of work that has been completed up to and including the day of termination.

### **Selection of Other Advisers Fees**

Granite Financial Partners, LLC may direct clients to third-party investment advisers. Granite Financial Partners, LLC will receive its standard fee as described above under SMA fees on top of the fee paid to the third party adviser. The fees shared are negotiable and will not exceed any limit imposed by any regulatory agency. The notice of termination requirement and payment of fees for third-party investment advisers will depend on the specific third-party adviser selected. Fees are paid either monthly or quarterly. The timing, frequency, and method of paying fees for selection of third party managers will depend on the specific third-party adviser selected and will be disclosed to the client prior to entering into a relationship with the third-party advisor.

### **Consulting/Business Succession Planning**

Granite Financial Partners, LLC's consulting, including succession planning fees will be calculated based on a charge of \$290.00 per hour. The length of time it will take to complete the consulting service will depend on the nature and complexity of the individual client's personal circumstances and/or the complexity of the business succession strategy developed. An estimate for total hours will be determined at the start of the advisory relationship. For clients that have no pre-existing relationship with the Firm, management reserves the right to request the client fund a retainer to secure payment for such services. Where a successful succession strategy results in the sale of a business, the Firm may also receive a percentage of the sales proceeds. That percentage is negotiated up front when the fee agreement is signed.

### **Pension Consulting Services Fees**

The rate for pension consulting services is between 0.18% and 0.50% of the plan assets for which Granite Financial Partners, LLC is providing such consulting services. These fees are negotiable. Pension consulting fees are withdrawn directly from the client's accounts with client's written authorization or may be invoiced and billed directly to the client and clients may select the method in which they are billed. Fees are paid either monthly or quarterly in arrears.

### **Additional Disclosure Pertaining to Fees Charged to Granite Financial Partners, LLC Advisory Clients:**

Although Granite Financial Partners, LLC has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, and reporting among other factors. The specific annual fee schedule is identified in the contract between the adviser and each client.

We may group certain related client accounts for the purposes of achieving the minimum account size requirements and determining the annualized fee.

Discounts, not generally available to our advisory clients, may be offered to family members and friends of associated persons of our firm.

Clients may be invoiced for fees or they may elect to have their account(s) directly debited by the clearing firm and remitted either monthly or quarterly back to Granite Financial Partners, LLC. Fees are calculated and assessed at the end of each calendar quarter based upon the prior quarter's ending value (market value or fair market value in the absence of market value, plus any credit balance or minus any debit balance), of the client's account at the end of said quarter.

Client accounts not participating in the firm's wrap fee program are responsible for the payment of all third-party fees (i.e., custodian fees, commissions, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by Granite Financial Partners, LLC.

## **GENERAL INFORMATION**

### **Termination of the Advisory Relationship:**

A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. In case of termination, Granite Financial Partners, LLC fee will be prorated to the date of termination. A client has five (5) business days to terminate the advisory agreement from the date of signing without incurring any expenses.

### **Item 6 Performance Based Fees:**

Granite Financial Partners, LLC 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.

### **Item 7 Types of Clients:**

Granite Financial Partners, LLC provides advisory services to the following types of clients:

- Individuals (other than high net worth individuals)
- High net worth individuals
- Pension and profit sharing plans (other than plan participants)
- Charitable organizations
- Business Entities

As previously disclosed in Item 5, our firm has no established minimum account requirements

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

#### **METHODS OF ANALYSIS**

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

*Fundamental Analysis.* We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and

management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

*Technical Analysis.* We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. We review charts of market and security activity in an attempt to identify when the market is moving up or down and to anticipate how long the trend may last and when that trend might reverse.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

*Qualitative Analysis.* We subjectively evaluate non-quantifiable factors such as quality of management, labor relations, and strength of research and development factors not readily subject to measurement and predict changes to share price based on that data. A risk in using qualitative analysis is that our subjective judgment may prove incorrect.

*Asset Allocation.* Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance.

A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

*Mutual Fund and/or ETF Analysis.* We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in another fund) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

To assist our own analysis, we subscribe to FI360 Fiduciary scoring service. The essence of their scoring service is described below:

The fi360 Fiduciary Score is a peer percentile ranking of an investment against a set of Investment meets

the criterion quantitative due diligence criteria selected to reflect prudent fiduciary management. The criteria include total returns, risk-adjusted returns, expenses, and other portfolio statistics. Investments are ranked according to their ability to meet due diligence criteria every month. The rank becomes the fi360 Fiduciary Score. The fi360 Fiduciary Score Average is a one-, three-, five- or ten-year rolling average of an investment's fi360 Fiduciary Score. The fi360 Fiduciary Score represents a suggested course of action and is not intended, nor should it be used, as the sole source of information for reaching an investment decision. Visit the Glossary or [fi360.com/fi360-Fiduciary-Score](http://fi360.com/fi360-Fiduciary-Score) for more information.

*Risks For All Forms of Analysis.* Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

## INVESTMENT STRATEGIES

We use the following strategy(ies) in managing client accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

**Long-term purchases.** We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

**Short-term purchases.** When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss.

In addition, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

**Trading.** We purchase securities with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings.

Utilizing a trading strategy creates the potential for sudden losses if the anticipated price swing does not materialize. Moreover, under those circumstances, we are left with few options: having a long-term investment in a security that was designed to be a short-term purchase, or the potential of having to take a loss.

In addition, because this strategy involves more frequent trading than does a longer-term strategy, there will be a resultant increase in brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

*Timing.* Even if we are correct in determining that the price of a stock will decline, we run the risk of incorrectly determining when the decline will take place, i.e., being right too soon. Although a company is overvalued, it could conceivably take some time for the price to come down; during which you are vulnerable to interest, margin calls, etc.

*Inflation.* History has shown that over the long term, most stocks appreciate. Even if a company barely improves over time, inflation should drive its share price up somewhat. In fact, short selling may not be appropriate in times of inflation for that very reason, as prices may adjust upwards regardless of the value of the stock.

**Risk of Loss.** Securities investments are not guaranteed and you may lose money on your investments. In managed accounts, our use of these more aggressive strategies is often infrequent. We ask that you work with us to help us understand your tolerance for risk.

#### **Item 9 Disciplinary Information:**

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Clients can obtain the disciplinary history, if any, of Granite Financial Partners, LLC and its representatives from the Massachusetts Securities Division upon request. Please also see below for a discussion of applicable disciplinary history.

Our firm and advisory representatives have no material reportable disciplinary events to disclose.

#### **Item 10 Other Financial Industry Activities and Affiliations:**

##### ***Firm Registration:***

Granite Financial Partners, LLC is a state registered investment adviser. Neither the Firm nor its investment adviser representatives are a broker/dealer, nor are they affiliated with a broker/dealer.

Neither Granite Financial Partners, LLC nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

##### ***Management Personnel Registrations:***

Some management personnel of our firm, in their individual capacities, are licensed insurance agents. In the event that a client purchases an insurance product from one of our licensed agents, that individual will receive separate, yet customary commission compensation for executing that transaction. Clients, however, are not under any obligation to engage these individuals when considering whether to purchase a particular insurance product. The implementation of any or all insurance product recommendations is solely at the discretion of the client.

##### ***Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections:***

Granite Financial Partners, LLC may direct clients to third-party investment advisers. Clients will pay

Granite Financial Partners, LLC its standard fee in addition to the standard fee for the advisers to which it directs those clients. The fees will not exceed any limit imposed by any regulatory agency. Granite Financial Partners, LLC will always act in the best interests of the client, including when determining which third party investment adviser to recommend to clients. Granite Financial Partners, LLC will ensure that all recommended advisers are exempt, licensed or notice filed in the states in which Granite Financial Partners, LLC is recommending them to clients.

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

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

Granite Financial Partners, LLC and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of securities transactions reports on a quarterly basis as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

Granite Financial Partners, LLC's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to nonpublic information, all employees are reminded that such information may not be used in a personal or professional capacity.

Granite Financial Partners, LLC or individuals associated with our firm do not buy securities for the firm or for themselves from our advisory clients; or sell securities owned by the Firm or the individual(s) to our advisory clients.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security (ies) which may also be recommended to a client. The Firm will always transact client's transactions before its own when similar securities are being bought or sold.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to [mcahill@gfpmh.com](mailto:mcahill@gfpmh.com) or calling us at (603) 554-8551.

**Item 12 Brokerage Practices:**

Granite Financial Partners, LLC's Management Agreement require that clients open brokerage accounts at either Charles Schwab & Co., Inc. ("Schwab") or Cantella & Co., Inc. ("Cantella") and provide us with written trading authorizations, so we may place trade orders on their behalf.

#### A. Factors Used to Select Broker-Dealers

We recommend broker-dealers based on our duty to seek “best execution,” which is the obligation to seek to execute securities transactions for a client on terms that are the most favorable to the client under the circumstances. The client will not necessarily pay the lowest commission or commission equivalent, and we may also consider the market expertise and research access provided by the payment of commissions, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers to aid in the research efforts of our Firm. We will never charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer.

##### 1. Research and Other Soft Dollar Benefits

While we do not have formal soft dollar arrangements, Schwab and Cantella each provide our firm with access to research, products, or other services in connection with client securities transactions (“soft dollar benefits”) in our client accounts. These benefits are consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended, and which advisors may consider in recommending broker-dealers. There can be no assurance that any particular client will benefit from any particular soft dollar research or other benefits. The Firm benefits by not having to produce or pay for the research, products or services, and we will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that the Firm’s acceptance of these benefits may result in higher commissions charged to the client.

##### 2. Brokerage for Client Referrals

The Firm receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

##### 3. Clients Directing Which Broker-Dealer to Use

The Firm will require clients to use a specific broker-dealer to execute transactions. Not all advisers require their clients to use a specific broker-dealer.

#### B. Aggregating (Block) Trading for Multiple Client Accounts

If the Firm buys or sells the same securities on behalf of more than one client, it might, but would be under no obligation to, aggregate or bunch, to the extent permitted by applicable law and regulations, the securities to be purchased or sold for multiple clients in order to seek more favorable prices, lower brokerage commissions or more efficient execution. In such case, the Firm would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy.

#### **Item 13 Review of Accounts:**

##### **Separately Managed Accounts (SMA)**

**REVIEWS:** These holdings in these accounts are continually monitored and the accounts are reviewed at least quarterly. Accounts are reviewed in the context of each client's stated investment objectives

and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

The Principal of Granite Financial Partners, LLC reviews these accounts.

**REPORTS:** In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, we provide quarterly reports and commentary summarizing account balances, performance and activity.

#### **Item 14 Client Referrals and Other Compensation:**

Charles Schwab & Co., Inc. Advisor Services provides GFP with access to Charles Schwab & Co., Inc. Advisor Services' institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For GFP client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to GFP other products and services that benefit GFP but may not benefit its clients' accounts. These benefits may include national, regional or GFP specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of GFP by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist GFP in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of GFP's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of GFP's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to GFP other services intended to help GFP manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to GFP by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to GFP. GFP is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

It is Granite Financial Partners, LLC's policy not to engage solicitors or to pay non-related persons for referring potential clients to our firm.

**Item 15 Custody:**

The custodian of client accounts directly debits advisory fees from client accounts, monthly or quarterly, and remits them to Granite Financial Partners, LLC.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, based on invoice received from Granite Financial Partners, LLC. Clients should contact us directly if they believe that there may be an error in their statement.

Our firm does not have actual custody of client accounts.

**Item 16 Investment Discretion:**

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

**Item 17 Voting Client Securities:**

As a matter of firm policy, **we do not** vote proxies on behalf of clients, nor do we offer any consulting assistance regarding proxy issues to clients.

**Item 18 Financial Information:**

As an advisory firm that maintains discretionary authority for client accounts we are also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. Granite Financial Partners, LLC has no additional financial circumstances to report. Granite Financial Partners, LLC has never been the subject of a bankruptcy petition.