

Item 1 Cover Page

A.

Leelyn Smith, LLC
SEC File Number: 801-113460

ADV Part 2A, Brochure
Dated July 24, 2020

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This Brochure provides information about the qualifications and business practices of Leelyn Smith, LLC. If you have any questions about the contents of this brochure, please contact us at (630) 232-8995 or amontgomery@leelynsmith.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 Leelyn Smith, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Material Changes

Since the last Annual Amendment filing on March 9, 2020, this Brochure has been updated to reflect the firm's new name, address, website, and Chief Compliance Officer's email address.

Since the previous Annual Amendment filing on March 7, 2019, there have been no material changes. Certain non-material amendments have been made to this Disclosure Brochure at Item 4 to provide additional information pertaining to the firm's wrap program offering. Item 8 has been augmented regarding transaction risk.

ANY QUESTIONS: Leelyn Smith, LLC's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that an existing or prospective client may have regarding this Brochure.

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Item 4 Advisory Business

A. Leelyn Smith, LLC (hereinafter, “Registrant” or “Leelyn Smith”) is an Illinois Limited Liability Company [36-4095744], originally formed as the Illinois Corporation The Retirement Network, Ltd. on June 26, 1996 in the State of Illinois, and later converted to an Illinois Limited Liability Company on June 19, 2020. Registrant became registered as an Investment Adviser Firm on March 20, 1997. Registrant is owned by Andrew Grider, and he is also the Registrant’s President. Ann Montgomery is Registrant’s Chief Compliance Officer. The Registrant became registered with the SEC on June 14, 2018

B. As discussed below, Registrant offers to its clients (individuals, pension and profit sharing plans, business entities and trusts, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The client may engage Registrant to provide discretionary or non-discretionary investment advisory services on a wrap *fee* basis. (*See* discussion below). If a client engages Registrant on a wrap fee basis, the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client’s particular needs. Non-discretionary wrap fee services are typically offered in association with Leelyn Smith’s management of retirement accounts. The Registrant’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant’s management, generally between 0.60% and 1.25%. In certain instances, the client may be billed based upon their net worth. Net Worth billing may range from 0.10% to 0.40%.

Registrant’s annual investment advisory fee shall include investment advisory services, and, to the extent specifically requested by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Registrant), Registrant may determine to charge for such additional services pursuant to a stand-alone Financial Planning Agreement (see below).

Registrant provides investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client’s investment objectives. Thereafter, Registrant will allocate and/or recommend that the client allocate investment assets consistent with the designated investment objectives. Registrant primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, and mutual funds, exchange traded funds (“ETFs”), on a discretionary basis in accordance with the client’s designated investment objective(s). Once allocated, Registrant provides ongoing monitoring and review of account performance, asset allocation and client investment objectives.

LEELYN SMITH WRAP FEE PROGRAM

The Registrant provides investment management services on a wrap fee basis in accordance with Registrant’s investment management wrap fee program (the “Program”). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, Registrant is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and Registrant’s investment management fees. However, clients may incur additional fees as set forth below. The current annual Program fee range is negotiable to a maximum annual management fee of 1.25% (*See* Fee schedule at Item 5.A below), depending upon the amount and type of the Program assets. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with the disclosure requirements of Part 2A Appendix 1 of Form ADV. All prospective Program participants should read both Registrant’s Brochure and the Wrap

Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. LPL Financial, a FINRA member broker-dealer (“LPL”) or Charles Schwab & Co., Inc. (“Schwab”) may serve as broker-dealer/custodian for the Program.

Please Note: Under Registrant’s wrap program, the client receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Registrant for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

LEELYN SMITH WRAP FEE PROGRAM / PERSONAL ADVISORY CONCIERGE WRAP FEE PROGRAM

Under the Personal Advisory Concierge Wrap Fee Program, Leelyn Smith provides fully comprehensive wealth management services to the Client at its highest level. This offering would include discretionary asset management, financial planning, estate plan consulting, insurance design consulting, and tax consulting. For an individual or family that has a complex financial profile, the program is our fully comprehensive solution. Please see the Personal Advisory Concierge Wrap Fee Program net worth wrap fee schedule set forth in Item 5.

ASSETMARK ASSET MANAGEMENT PROGRAM

Registrant may recommend that clients participate in the AssetMark Platforms/Program (the “AssetMark Program” or “Platform”), which is sponsored by AssetMark, Inc. and custodied through AssetMark Trust Company (together “ATC”), a registered investment advisor and custodian, respectively. In certain instances, Pershing LLC may be used as a custodian. ATC consults with advisory firms to implement the platform for their advisory clients. The Firm participates in this program on a non-discretionary basis.

In order to participate in the Platform, the Client and Leelyn Smith will enter into a Client Services Agreement (“CSA”) that outlines the services to be performed by the Leelyn Smith, the authority of Leelyn Smith and the Client over transactions in the Client’s account, the compensation payable by the Client and other important provisions governing participation in the Platform. Leelyn Smith evaluates the Client’s investment needs and objectives, consults with the Client concerning the Client’s participation in the Platform and is responsible for determining the suitability of various Platform Solution Types (“Solution Types”) for the Client’s investment objectives and financial condition. This information is used to determine specific solutions and strategies to be implemented in client accounts.

AssetMark Program Fees are payable quarterly, in advance, for the upcoming calendar quarter, at the annual rates provided below and based on the preceding end of quarter market value for all Account assets. The Account Fee shall be calculated based on the end of quarter market value of all such Account assets, multiplied by one quarter (25%) of the applicable annual rate. Additional information on the Assetmark Program fee may be obtained by referencing the AssetMark Platform Disclosure Brochure.

Included, as part of the client fee paid to Leelyn Smith, is an amount to be reallocated to ATC, the investment strategists, and others (the “ATC Program Fee”). The maximum total advisory fee charged will not exceed 2.50%. Certain custodian fees may be charged separately from the ATC Program Fee. A complete description of ATC and related fees and charges are described in ATC’s ADV Part 2A, and Appendix 1. Leelyn Smith will provide each of its clients an ATC Disclosure Brochure prior to or at the time an account is established. Important information on third party managers on the Platform is also included in this material. For more information, please refer to the AssetMark Platform Disclosure Brochure.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

Registrant may be engaged to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$500 to \$10,000 on a fixed fee basis, and from \$150 to \$350 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). In certain instances, the Financial Planning fee may be based upon a percentage of the client's net worth, ranging from 0.10% to 0.40%, subject to a minimum charge of \$5,000 annually. Prior to engaging Registrant to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes, including certain of Registrant's Principals and representatives in their individual capacities as registered representatives of LPL Financial ("LPL") and/or licensed insurance agents. (See disclosure at Item 10.C). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Leelyn Smith. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Registrant's previous recommendations and/or services. If, and when, the Registrant is involved in a specific matter (i.e. estate planning, insurance, accounting-related engagement, etc.), it is the engaged licensed professionals (i.e. attorney, accountant, insurance agent, etc.), and not the Registrant that is responsible for the quality and competency of the services provided.

MISCELLANEOUS

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services:

As indicated above, to the extent requested by a client, Registrant may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Registrant **does not** serve as an attorney or accountant, and no portion of its services should be construed as legal or accounting services. Neither the Registrant nor its investment adviser representatives assist clients with the implementation of any financial plan, unless they have agreed to do so in writing. Accordingly, Registrant **does not** prepare estate planning documents or tax returns. In addition, the Registrant does not monitor a client's financial plan, and it is the client's responsibility to revisit the financial plan with the Registrant, if desired. To the extent requested by a client, Registrant may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of Registrant in their separate individual capacities as representatives of LPL Financial, a FINRA member broker-dealer ("LPL") and/or as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Registrant and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by Registrant's representative that a client purchase a securities or insurance commission product through Registrant's representative in their separate and individual capacity as a registered representative of LPL and/or as an insurance agent, presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment or insurance products based on commissions to be received, rather than on a particular client's need. No client

is under any obligation to purchase any securities or insurance commission products through such a representative. Clients are reminded that they may purchase securities and insurance products recommended by Registrant through other, non-affiliated broker-dealers and/or insurance agents. Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Separately Managed Accounts - Independent Managers: Registrant may allocate (and/or recommend that the client allocate a portion of a client's investment assets among unaffiliated separately managed accounts ("SMAs") and/or independent investment managers in accordance with the client's designated investment objective(s). In such situations, the SMA or independent investment managers shall have day-to-day responsibility for the active discretionary management of the allocated assets. Registrant shall continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which Registrant shall consider in recommending SMAs or independent investment managers include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fee charged by the Independent Manager(s) is separate from, and in addition to, Registrant's investment advisory fee as set forth in Item 5. below and which will be disclosed to the client before entering into the Independent Manager engagement and/or subject to the terms and conditions of a separate agreement between the client and the Independent Manager(s).

Retirement Plan Rollovers – Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Registrant recommends that a client roll over their retirement plan assets into an account to be managed by Registrant, such a recommendation creates a conflict of interest if Registrant will earn new (or increase its current) compensation as a result of the rollover. **No client is under any obligation to roll over retirement plan assets to an account managed by Registrant. Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

Use of Mutual Funds and Exchange Traded Funds: While Registrant may recommend allocating investment assets to mutual funds and exchange traded funds that are not available directly to the public, Registrant may also recommend that clients allocate investment assets to publicly-available mutual funds and exchange traded funds that the client could obtain without engaging Registrant as an investment adviser. However, if a client or prospective client determines to allocate investment assets to publicly-available mutual funds or exchange traded funds without engaging Registrant as an investment adviser, the client or prospective client would not receive the benefit of Registrant's initial and ongoing investment advisory services. **Please Note:** In addition to Registrant's investment advisory fee described below, and transaction and/or custodial fees discussed below, clients 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). **Registrant is Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above.**

Fee Dispersion: As indicated above, Registrant shall receive an investment advisory fee based upon a percentage (percentage) of the market value of the assets placed under management. The range shall generally be from 0.60% to 1.25%. If the client determines to engage Registrant in the Personal Advisory Concierge Wrap Fee Program, the fee range is negotiable to maximum annual management fee of 0.40% of the Client's net worth. Please see the program fees schedules set forth below at Item 5.A However, fees

may vary depending upon various objective and subjective factors, including but not limited to: the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, and negotiations with the client. As a result, similar clients could pay different fees, which will correspondingly impact a client's net account performance. Moreover, the services to be provided by Registrant to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. Since Registrant's representative shall receive a portion of the advisory fee charged to the client, a **material conflict of interest** arises, because an increase in the management fee paid by the client may result in increased compensation received by Registrant's representative. Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above fee disparity, impact on account performance, and conflict of interest.

Please Note: Non-Discretionary Service Limitations: Clients that determine to engage Registrant on a non-discretionary investment advisory basis must be willing to accept that Registrant cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, Registrant will be unable to effect any account transactions (as it would for its discretionary clients) without first obtaining the client's consent.

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Registrant) will be profitable or equal any specific performance level(s).

Trade Error Policy: Registrant shall reimburse accounts for losses resulting from Registrant's trade errors, however, if errors result in market gains, the net gains will be kept by the custodian.

eMoney Advisor Platform: Registrant may provide its clients with access to an online platform hosted by "eMoney Advisor" ("eMoney"). eMoney is a software that Leelyn Smith pays for entirely. The client does not pay for this subscription. The eMoney platform allows a client to view their complete asset allocation, including those assets that Registrant does not manage (the "Excluded Assets"). Registrant does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Registrant shall not be responsible for the investment performance of the Excluded Assets. **Rather, the client and/or their advisor(s) that maintain management authority for the Excluded Assets, and not Registrant, shall be exclusively responsible for such investment performance.** The client may choose to engage Registrant to manage some or all of the Excluded Assets pursuant to the terms and conditions of an Investment Advisory Agreement between Registrant and the client. The eMoney platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by Registrant. Finally, Registrant shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the eMoney platform without Registrant's assistance or oversight.

Riskalyze Advisor Platform: Registrant may provide its clients with access to an online platform hosted by "Riskalyze Inc." ("Riskalyze"). Riskalyze is a software that Leelyn Smith pays for entirely. The client does not pay for this subscription. The Riskalyze platform is a third-party risk analysis software, which utilizes a testing process that gauges each client's risk tolerance, and continually analyzes the risk within a client portfolio. Reporting includes stress testing, security risk/return profiles, security expense ratios, and expected income yields. If the client chooses, it may link to external accounts, including Excluded Assets. Registrant does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Registrant shall not be responsible for the investment

performance of the Excluded Assets. **Rather, the client and/or their advisor(s) that maintain management authority for the Excluded Assets, and not Registrant, shall be exclusively responsible for such investment performance.** The client may choose to engage Registrant to manage some or all of the Excluded Assets pursuant to the terms and conditions of an Investment Advisory Agreement between Registrant and the client. The Riskalyze platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by Registrant. Finally, Registrant shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the Riskalyze platform without Registrant's assistance or oversight.

Albridge Advisor Platform: Registrant may provide its clients with access to an online platform hosted by "Albridge Solutions, Inc." ("Albridge"). The Albridge platform is a third-party performance reporting software that aggregates all of a client's accounts managed by Registrant. Albridge does not aggregate account data for any external accounts. The Albridge platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by Registrant. Finally, Registrant shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the Albridge platform without Registrant's assistance or oversight.

Unaffiliated Private Investment Funds. Registrant may also provide investment advice regarding unaffiliated private investment funds. Registrant, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in unaffiliated private investment funds. Registrant's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Registrant calculating its investment advisory fee. Registrant's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s). Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Note: Valuation. In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. However, if subsequent to purchase, the fund has not provided an updated valuation, the valuation shall reflect the initial purchase price. If subsequent to purchase, the fund provides an updated valuation, then the statement will reflect that updated value. The updated value will continue to be reflected on the report until the fund provides a further updated value.

Please Also Note: As result of the valuation process, if the valuation reflects initial purchase price or an updated value subsequent to purchase price, the current value(s) of an investor's fund holding(s) could be significantly more or less than the value reflected on the report. Unless otherwise indicated, the client's advisory fee shall be based upon the value reflected on the report

Portfolio Activity. The Registrant has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Registrant will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in

the client's investment objective. Based upon these factors, there may be extended periods of time when Registrant determines that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Registrant will be profitable or equal any specific performance level(s). Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Client Obligations: In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Registrant's previous recommendations and/or services.

Disclosure Statement: A copy of Registrant's written Brochure as set forth on Part 2A of Form ADV, along with the Firm's Part 2A Appendix 1 (Wrap Fee Program Brochure) as applicable, shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement*, *Financial Planning and Consulting Agreement*, or the *Retirement Plan Services Agreement*.

Educational Seminars: Registrant may provide educational seminars and workshops about general financial planning and investment advisory topics on an infrequent and limited basis. Workshops typically focus on pension plans, 401(k) plan options and various benefits. Registrant does not receive any form of compensation in exchange for this service.

Consultation Workshops: Leelyn Smith may provide consultation services to clients on any topic of client concern. There is no charge for this service.

C. Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). Leelyn Smith also provides financial planning and workshops to clients. In order to provide these services to clients, Leelyn Smith will gather the necessary information through in-depth interviews. Information gathered will pertain to each client's current financial status, future goals and risk tolerance. Leelyn Smith's advisory representatives will review the documentation and information each client has supplied to help determine the appropriate service to be provided. The client may, at any time, impose reasonable restrictions, in writing, on Registrant's services.

D. If a client engages Registrant on a wrap fee basis, the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody) (*See* Item 4.B). The services included in a wrap fee agreement will depend upon each client's particular need. **Please Note:** When managing a client's account on a wrap fee basis, Registrant shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

As noted above, Leelyn Smith is a participating investment adviser in an unaffiliated wrap and managed account fee program. The AssetMark Program for which Leelyn Smith manages investment advisory accounts on a non-discretionary basis is sponsored by ATC. With respect to the mutual fund asset allocation programs offered on a wrap-fee basis in which Leelyn Smith is a participating investment adviser, clients pay their fees directly to ATC who, in turn, remits a portion of those fees to Leelyn Smith. Sponsored programs may also incorporate the use of ETF's, stocks, and bonds. Leelyn Smith does not sponsor or manage this program. The advisory fees remitted to Leelyn Smith are based upon an annual percentage of assets under management in accordance with the fee schedule referenced in Item 5.A below, and are calculated by ATC on a quarterly basis.

Wrap Program-Conflict of Interest. Under Registrant's wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in Registrant's Wrap Fee Program Brochure. **Conflict of Interest:** Because wrap program transaction fees and/or commissions are being paid by Registrant to the account custodian/broker-dealer, Registrant could have an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. See separate Wrap Fee Program Brochure. **Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding a wrap fee arrangement and the corresponding conflict of interest.**

Please Note: Wrap/Separate Managed Account programs. As noted above, Registrant is engaged to provide investment advisory services as part of an unaffiliated wrap-fee program and Registrant will be unable to negotiate commissions and/or transaction costs. Under a wrap program, the wrap program sponsor arranges for the investor participant to receive investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the participant more or less than purchasing such services separately. In the event that Registrant is engaged to provide investment advisory services as part of an unaffiliated managed account program, Registrant will likewise be unable to negotiate commissions and/or transaction costs. If the program is offered on a non-wrap basis, the program sponsor will determine the broker-dealer through which transactions must be effected, and the amount of transaction fees and/or commissions to be charged to the participant investor accounts.

Please Also Note: Since the custodian/broker-dealer is determined by the unaffiliated program sponsor, Registrant will be unable to negotiate commissions and/or transaction costs, and/or seek better execution. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case through alternative clearing arrangements recommended by Registrant. Higher transaction costs adversely impact account performance.

Leelyn Smith will have an incentive to not recommend certain types of securities because of the higher ticket charges it will incur. For example, Leelyn Smith will not be charged in connection with Client orders in certain mutual funds that participate in a No Transaction Fee ("NTF") program, but will be charged for the purchase of shares in no-load or load-waived, non-NTF mutual funds that do not participate in the NTF program. This pricing structure creates a conflict of interest and presents Leelyn Smith with an incentive to recommend NTF program funds over other mutual funds. In addition, Leelyn Smith will be charged transaction fees for each trade with respect to exchange traded funds ("ETFs") depending upon which custodian is selected for use with the client, which creates a similar conflict of interest. Leelyn Smith is also charged various fees in connection with trades in individual equities, options and fixed income securities (such as municipal bonds and corporate bonds), including trade away fees in connection with individual equities and fixed income securities. This creates a conflict of interest and provides Leelyn Smith with an incentive to recommend a custodian that does not charge these transaction or commission fees. Leelyn Smith strives to use the lowest cost, and most optimal, share class in each client account based on the client's individual suitability profile regardless of transaction fee cost charged to Leelyn Smith. Leelyn Smith uses the share class option which is least expensive to the client whenever possible.

E. As of December 31, 2019, Registrant had \$287,431,861 in assets under management on a discretionary basis and \$24,720,844 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

A.

WRAP FEE PROGRAM

If a client determines to engage Registrant to provide investment management services on a wrap fee basis in accordance with Registrant's Program, the services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, Registrant is able to offer participants discretionary or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The Registrant shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted. Participation in a wrap program may cost the client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in the Registrant's Wrap Fee Program Brochure. **Conflict of Interest.** Because wrap program transaction fees and/or commissions are being paid by Leelyn Smith to the account custodian/broker-dealer, Leelyn Smith could have an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. **See separate Wrap Fee Program Brochure.** The current annual Program fee range is negotiable to a maximum annual management fee of 1.25%, depending upon the amount and type of the Program assets. Certain costs, such as IRA and check writing fees may be charged separately. Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

Please note that this is a tiered schedule. For example, an account with a market value of \$900,000 would be charged at an effective rate of 1.086% (as opposed to a general 1% fee). Please also note that the Registrant does not combine or "household" fees within the tiered schedule; all fees are assessed at the account level.

RIA - LEELYN SMITH		
TIERED RANGE		FEE %
\$ -	\$ 50,000	1.25%
\$ 50,000	\$ 250,000	1.20%
\$ 250,000	\$ 500,000	1.10%
\$ 500,000	\$ 1,000,000	1.00%
\$ 1,000,000	\$ 2,000,000	0.90%
\$ 2,000,000	\$ 5,000,000	0.80%
\$ 5,000,000	\$ 10,000,000	0.70%
\$ 10,000,000	and Above	0.60%

PERSONAL ADVISORY CONCIERGE WRAP FEE PROGRAM BASED UPON CLIENT NET WORTH

Leelyn Smith may determine with the client to bill on the client's net worth if the client engages in the Personal Advisory Concierge Wrap Fee Program. Fees are calculated once a year and then billed in quarterly installments in advance. With the clients' consent, the custodian typically deducts fees from an account of their choosing.

All fees are negotiable, including minimum fees, when unique circumstances are present. We may discount the below fee schedule when a large portion of a client’s net worth comes from a privately-held business, concentrated position, or due to their personal relationship with a firm employee. As a result, client relationships may exist in which fees are higher or lower than the fee schedules below.

Fees are calculated by applying the schedule below to each client’s net worth at the onset of our relationship and annually thereafter, using mutually agreed upon yearend values. A one-time setup fee equal to one full quarterly fee is billed at the inception of the relationship. This fee is based upon the initial onboarding process to incorporate you into our platform. The minimum annual fee is \$20,000. Leelyn Smith generally requires a client net worth of \$5,000,000 to qualify for program participation.

NET WORTH BILLING		
TIERED RANGE		FEE %
\$ -	\$ 5,000,000	0.40%
\$ 5,000,000	\$ 10,000,000	0.20%
\$ 10,000,000	and Above	0.10%

Leelyn Smith, in its sole discretion, may charge a lesser advisory fee and/or reduce or waive its minimum 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, negotiations with client, etc.). **Please Note:** In certain instances, where a participating client falls below the \$5,000,000 range, the fee may exceed 0.40%.

If the client determines to engage Leelyn Smith to provide investment advisory services, Registrant’s annual investment advisory fee shall vary (generally, up to 1.25%) based upon various factors, including the total amount of assets placed under management/advisement. **Please Note: Fee Dispersion.** Because we shall generally price our advisory services based upon various objective and subjective factors, our clients could pay diverse fees based upon a combination of factors , including but not limited to the market value of their assets, the complexity of the engagement, the level and scope of the overall investment advisory services to be rendered, and negotiations, similarly situated clients could pay diverse fees, and the services to be provided by Registrant to any particular client could be available from other advisers at lower fees (Also See Item 7 below). All clients and prospective clients should be guided accordingly. **ANY QUESTIONS: Registrant’s Chief Compliance Officer, Ann Montgomery, remains available to address any questions regarding Fee Differentials.**

Billing: Clients have the option of having fees automatically deducted from their accounts, billed to them directly, or a combination of the two options. Clients may change their method of payment at any time.

Expenses / Other Fees: Fees in the Leelyn Smith Wrap Program and Personal Advisory Concierge Wrap Fee Program are inclusive of brokerage commissions, transaction fees, and other related costs and expenses that shall not be incurred by the client. Clients may incur certain charges imposed by custodians, brokers and other third parties, such as custodial fees, deferred sales charges, or wire transfer or electronic transfer fees. Custodians may charge transaction fees on purchases or sales of certain no-load mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. Mutual funds generally charge an internal management fee (expense ratio), which is disclosed in the fund’s prospectus. Leelyn Smith does not receive any portion of these commissions, fees and costs. Clients may also incur additional fees while working with their other professional advisors (e.g., attorneys, accountants, etc.).

Asset-Based Fees versus Transaction-Based Fee in the Wrap Programs: Custodians such as LPL are compensated for their services which include, but are not limited to execution, custody and reporting. LPL can charge a fixed percentage fee for its services based upon the dollar amount of the assets placed in its custody and/or on their platform (for example: if LPL was to charge an annual percentage of the market value of the client assets in its custody, the fee would include the execution of all account transactions). This is referred to as an “Asset-Based Fee.” In the alternative, rather than a fixed percentage fee based upon the market value of the assets in its custody, LPL could charge a separate fee for the execution of each transaction. This is referred to as a “Transaction-Based Fee.” Under a Transaction Based fee, the amount of total fees charged to the client account for trade execution will vary depending upon the number of transactions that are placed for the account. Because Leelyn Smith cannot predict the markets and the amount of trading that will occur in a client account, Leelyn Smith generally favors Asset-Based pricing within its wrap program offering because it will fix the amount of the fee paid in relation to trade execution, regardless of the number of transactions that are placed for the account. However, Leelyn Smith, on an annual basis, will conduct a sampling to confirm its belief (given the inability to predict the markets and the corresponding amount of trading that will occur) that Asset-Based pricing continues to be beneficial for its clients.

Termination of Agreement: Either a client or Leelyn Smith may terminate our relationship at any time. Any prepaid, unearned fees will be promptly refunded and prorated as of the date we were notified of the termination. Refunds will generally be of the same method as payment. Any earned, unpaid fees will be immediately due. We reserve the right to terminate any engagement where a client has willfully concealed or has refused to provide pertinent information about his/her financial situation when necessary and appropriate, in Leelyn Smith’s judgment, to providing proper advice.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

Registrant may be engaged to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone *fee* basis. Registrant’s planning and consulting fees are negotiable, but generally range from \$500 to \$5,000 on a fixed fee basis, and from \$150 to \$350 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

In certain instances, the Financial Planning fee may be based upon a percentage of the client’s net worth, ranging from 0.10% to 0.40%, subject to a minimum charge of \$5,000 annually.

ASSETMARK PROGRAM

AssetMark Program Fees will be deducted directly from accounts held by the custodian. AssetMark Program Fees are payable quarterly, in advance, for the upcoming calendar quarter, at the annual rates provided in the ATC Brochure and based on the preceding end of quarter market value for all Account assets. The Program fee is subject to a maximum annual charge of 2.50%. The Account Fee shall be calculated based on the end of quarter market value of all such Account assets, multiplied by one quarter (25%) of the applicable annual rate. Additional information on the Assetmark fee may be obtained by referencing the AssetMark Platform Disclosure Brochure.

B. In the Leelyn Smith Wrap Fee Program, clients may elect to have Registrant’s advisory fees deducted from their custodial account. Both Registrant’s *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Registrant’s investment advisory fee and to directly remit that management fee to Registrant in compliance with regulatory procedures. In the limited event that Registrant bills the client directly, payment is due upon receipt of Registrant’s invoice. Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

In the AssetMark Program, ATC will also deduct fees directly from the accounts of participating clients held by the custodian on a quarterly basis. AssetMark Program Fees are payable quarterly, in advance, for the upcoming calendar quarter, at the annual rates provided in the Assetmark Brochure and based on the preceding end of quarter market value for all Account assets.

C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Registrant shall generally recommend that either LPL or Charles Schwab & Co., Inc. ("Schwab") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as LPL and Schwab 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 are charged for individual equity and fixed income securities transactions). In addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, clients 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). **Please Note:** The brokerage commissions and/or transaction fees charged by LPL and Schwab may be higher or lower than those charged by other broker-dealers/custodians.

Please Note: Clients who engage Registrant on a wrap fee basis **will not** incur brokerage commissions and/or transaction or asset based custodial fees in addition to the Program fee.

D. In the Leelyn Smith Wrap Program, and in the AssetMark Program, Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter.

The *Investment Advisory Agreement* between Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Registrant shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter, in both the Leelyn Smith Wrap Program and in the AssetMark Program.

Please see above for more information on how concierge account billing is undertaken. Please also see above for an explanation of how prepaid fees are refunded in that program.

E. **Commission Transactions.** In the event the client desires, the client can engage certain of Registrant's Principals and representatives in their individual capacities as registered representatives of LPL, or as licensed insurance agents, to implement investment recommendations on a fully disclosed commission basis. Certain investment adviser representatives of Leelyn Smith are also associated with LPL as broker-dealer registered representatives ("Dually Registered Persons"). In the event the client chooses to implement by purchasing investment products through Registrant's Principals or representatives, in their individual capacities as registered representatives of LPL, brokerage commissions will be charged by LPL to effect securities transactions, a portion of which commissions shall be paid by LPL to Registrant's Principals or representatives. Prior to effecting any transactions, the client will be required to enter into a new account agreement with LPL. The brokerage commissions charged by LPL may be higher or lower than those charged by other broker-dealers. In addition to brokerage commissions, the client may incur, relative to all mutual fund purchases, charges imposed at the mutual fund level (i.e. advisory fees, 12(b)-1 distribution charges, and other fund expenses). LPL, relative to commission mutual fund purchases, may also receive additional ongoing 12(b)-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment. Our advisory representatives do not receive 12(b)-1 fees in their role as registered representatives.

1. **Conflict of Interest:** The recommendation by certain of Registrant's Principals and representatives that a client purchase a securities commission product presents a conflict of interest,

as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Registrant's Principals and/or representatives. Clients are reminded that they may purchase securities recommended by Registrant through other, non-affiliated broker-dealers. Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

2. **Please Note:** Clients may purchase investment products recommended by Registrant through other, non-affiliated broker-dealers or agents. However, when purchasing these securities and investment products away from Leelyn Smith, you will not receive the benefit of the advice and other services we provide.

3. Registrant does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products Registrant recommends to its clients.

4. When Registrant's representatives sell an investment product on a commission basis, Registrant does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, Registrant's representatives do not also receive commission compensation for such advisory services. However, a client may engage Registrant to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from Registrant's representatives on a separate commission basis.

5. **Other disclosures for this section:** Registrant recommends primarily mutual funds and ETFs to its clients. Those recommendations include "no-load" funds, which impose no commission or sales charge ("load") on the shareholder and are purchased directly from the fund company, rather than through a broker.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither Registrant nor any supervised person of Registrant accepts performance-based fees.

Item 7 Types of Clients

Registrant's clients shall generally include individuals, pension and profit sharing plans, corporations, business entities and trusts.

Minimum account size requirements: The minimum investment required for AssetMark Platform is \$100,000. Exceptions may be granted to the minimums at the discretion of ATC and Leelyn Smith.

Leelyn Smith requires a \$100,000 minimum account size unless waived or modified by registrant in its sole discretion.

Registrant, in its sole discretion, may charge a lesser investment 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, negotiations with client, etc.). As a result, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees

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

A. Registrant shall utilize the following methods of security analysis:

- Charting (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
- Cyclical (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

Registrant shall utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

Please Note: Investment Risk: Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Registrant) will be profitable or equal any specific performance level(s).

OTHER: THIRD PARTY MONEY MANAGERS

Leelyn Smith introduces clients to third party investment advisors/ managers through ATC's platforms. Those managers provide discretionary management of individual portfolios of equity and/or fixed income securities. In advising firm's retail clients investing in the programs of third party investment advisors, Leelyn Smith uses model portfolios of mutual funds, Exchange Traded Funds (ETF's) and Variable Annuity sub-accounts provided by a number of institutional investment strategists and based on their information, research, asset allocation methodology and investment strategists.

Risks in using these methods and strategies: As the managers' strategies and methods may vary widely, they may include the risks noted above in a fundamental analysis or others specific to their methods. None is a proven, absolutely sure means of obtaining positive results. There is always a risk-return relationship: the greater the chance of a higher return on an investment, the higher will be the risk of loss as well.

B. Registrant's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis Registrant must have access to current/new market information. Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of Registrant's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Registrant's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and

limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

Transactions involve the risk of loss of capital and contain transaction costs associated with conducting trades and the settlement process as well as potential tax consequences. It is not the intent of the investment strategy or process to result in frequent trading of securities, however more frequent or shorter-term holding periods may occur if market conditions change quickly or valuations are altered unexpectedly. A client's investment portfolio will fluctuate in value as market conditions change and the client could lose all or a portion of the value of the investment portfolio over short or long periods of time.

C. Currently, Registrant primarily allocates client investment assets among various individual equity securities (stocks), debt (bonds), mutual funds (primary investment vehicle) and/or exchange traded funds ("ETFs"), SMAs and independent investment managers, on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s).

Structured Notes. Registrant may purchase structured notes for client accounts. A structured note is a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. It is essentially a note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets (such as the S&P 500 Index or commodities). It is this latter feature that makes structured products unique, as the payout can be used to provide some degree of principal protection, leveraged returns (but usually with some cap on the maximum return), and be tailored to a specific market or economic view. In addition, investors may receive long-term capital gains tax treatment if certain underlying conditions are met and the note is held for more than one year. Finally, structured notes may also have liquidity constraints, such that the sale thereof prior to maturity may be limited. **In the event that a client has any questions regarding the purchase of structured notes for their account, Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address them.**

RISKS ASSOCIATED WITH STRUCTURED NOTES

Structured notes do not pay interest, dividend payments, provide voting rights or guarantee any return of principal at maturity unless specifically provided through products that are designed with this purpose in mind. Most structured note payments are based on the performance of an underlying index (i.e., S&P 500) and if the underlying index were to decline 100% then the payment may result in a loss of a portion or all of a client's principal. Notes are not insured through any governmental agency or program and the return of principal and fulfillment of the terms negotiated by Registrant on behalf of clients is dependent on the financial condition of the third party issuing the note and the issuer's ability to pay its obligations as they become due.

Structured notes purchased for clients will not be listed on any securities exchange. There may be no secondary market for such structured notes, and neither the issuer nor the agent will be required to purchase notes in the secondary market. Some of these structured financial products are callable by the issuer only, therefore the issuer (not the investor) can choose to call in the structured notes and redeem them before maturity. In addition, the maximum potential payment on structured notes will typically be limited to the redemption amount applicable for a payment date, regardless of the appreciation in the underlying index associated with the note. Since the level of the underlying index at various times during the term of the structured notes held by clients could be higher than on the valuation dates and at maturity, clients may receive a lower payment if redeemed early or at maturity than if a client would have invested directly in the underlying index.

While the payment at maturity of any structured notes would be based on the full principal amount of any note sold by the issuer, the original issue price of any structured note purchased for clients includes an agent's commission and the cost of hedging the issuer's obligations under the note. As a result, the price, if any, at which an issuer will be willing to purchase structured notes from clients in a secondary market transaction, if at all, will likely be lower than the original issue price and any sale prior to the maturity.

Item 9 Disciplinary Information

Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

A. **Registered Representative of LPL.** As disclosed above in Item 5.E, certain of Registrant's Principals and representatives are registered representatives of LPL. Certain employees of Leelyn Smith are Dually Registered Persons. LPL is a broker-dealer that is independently owned and operated and is not affiliated with Leelyn Smith. Please refer to Item 12 for a discussion of the benefits Leelyn Smith may receive from LPL and the conflicts of interest associated with receipt of such benefits.

B. Neither Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

C. **Registered Representatives of LPL.** As disclosed above in Item 5.E, certain of Registrant's representatives are registered representatives of LPL, a FINRA member broker-dealer. Clients can choose to engage Registrant's representatives, in their individual capacities, to effect securities brokerage transactions on a commission basis.

Licensed Insurance Agents. Certain of Registrant's representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage certain of Registrant's representatives to purchase insurance products on a commission basis.

Conflict of Interest: The recommendation by Registrant's representatives that a client purchase a securities or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Registrant's representatives. Clients are reminded that they may purchase securities or insurance products recommended by Registrant through other, non-affiliated insurance agents or broker-dealers. Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Forgivable Loans-Conflict of Interest. As discussed above, certain of Leelyn Smith's representatives are registered representatives of LPL. LPL has established several forgivable and repayable loans with certain of these registered representatives. As such, these individuals (Timothy Crandall, Christopher Crandall, Andrew Grider and Jean Baert) received from LPL additional economic benefits ("Forgivable Loans"). The terms of the LPL Forgivable Loans require that each individual meet or exceed certain production requirements (commissions and fees received by LPL attributed to the individual's production in a registered representative capacity) for a period of three (3) years, terminating as of, 2020, before the loans are forgiven.

Clearing and custodial arrangements with LPL, any of LPL's affiliates as described herein do not and will not in any way affect, or relate or pertain to the LPL Forgivable Loans.

Certified Public Accountants. Leelyn Smith is related by ownership to an accounting firm. Certain members of Registrant are Certified Public Accountants and shareholders of Leelyn Smith Tax, LLC ("Leelyn Smith Tax") which is a certified public accounting firm. To the extent that said members provide accounting and/or tax preparation services to any clients, including clients of Registrant, all such services shall be performed by Leelyn Smith Tax, in its individual professional capacity, independent of Registrant, for which services Registrant shall not receive any portion of the fees charged by Leelyn Smith Tax, referral or otherwise. It is expected that the shareholders of the accounting firm, solely incidental to their respective practices as Certified Public Accountants, shall recommend Registrant's services to certain of its clients. Leelyn Smith Tax is not involved in providing investment advice on behalf of Registrant, nor does Leelyn Smith Tax hold itself out as providing advisory services on behalf of Registrant. **No client of Registrant is under any obligation to use the services of Leelyn Smith Tax, LLC.**

Conflict of Interest. The recommendation by Registrant that a client engage Leelyn Smith Tax or its representatives in their capacities as Certified Public Accountants presents a conflict of interest, as Registrant could have the incentive to make such a recommendation based on funds received, rather than on a particular client's need. No client is under any obligation to engage Leelyn Smith Tax or its representatives in such a capacity and clients are reminded that they may engage other non-affiliated Certified Public Accountants.

Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

D. Registrant may act as a solicitor on behalf of another registered investment advisory firm. To the extent that Registrant, acting as a solicitor, recommends the engagement of another investment advisor, Registrant shall present a separate solicitor disclosure statement describing the nature of the relationship between Registrant, the firm for which Registrant acts as solicitor and the compensation arrangement. The terms and conditions under which the client shall engage the unaffiliated investment advisor shall be set forth in a separate written agreement between the client and the unaffiliated investment advisor.

Registrant shall be compensated for its solicitor services by receipt of a referral fee to be paid by the unaffiliated investment advisor to Registrant in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities laws or requirements. Any such referral fee shall be paid solely from the unaffiliated investment advisor's investment management fee, and shall not result in any additional charge to the client.

Conflict of Interest: The recommendation by Registrant's representative that a client engage the services of an unaffiliated investment advisor presents a conflict of interest, as the receipt of the referral fee may provide an incentive to recommend the unaffiliated investment adviser based on the amount of the referral fee to be received rather than making the referral based on the client's specific needs. No person or entity is under any obligation to engage the unaffiliated investment advisors recommended by Registrant. **Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

Recommendation or Selection of Other Investment Advisers and Conflicts of Interest: Leelyn Smith's representatives do, by and through ATC, recommend other advisers. Leelyn Smith will share a portion of the fee a client pays to these third party advisers. The referral will not cause clients to pay a higher fee than they would have without the referral. The compensation we will receive, clients should note, creates an incentive to make the recommendation and thereby an inherent risk for a conflict of interest. We address this possible conflict of interest first by bringing it to our clients' attention and by making it absolutely clear that

we do not obligate any client in any way to use ATC for brokerage. ATC will reimburse Leelyn Smith for certain marketing expenses, based upon the assets under management. Leelyn Smith will not let this reimbursement exceed 10 basis points of the assets under management. We address this potential conflict of interest that arises from the incentive to obtain the assistance, by disclosing it to our clients here.

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

A. Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Registrant or any person associated with Registrant.

B. Neither Registrant nor any related person of Registrant recommends, buys, or sells for client accounts, securities in which Registrant or any related person of Registrant has a material financial interest.

C. Registrant and/or representatives of Registrant *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Registrant and/or representatives of Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Registrant did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Registrant's clients) and other potentially abusive practices.

Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Registrant's "Access Persons". Registrant's securities transaction policy requires that an Access Person of Registrant must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Registrant selects; provided, however that at any time that Registrant has only one Access Person, he or she shall not be required to submit any securities report described above.

D. Registrant and/or representatives of Registrant *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Registrant and/or representatives of Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11.C, Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

Item 12 Brokerage Practices

A. In the event that the client requests that Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Registrant to use a specific

broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at either LPL or Schwab. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Leelyn Smith will generally request that clients establish a brokerage account with LPL or Schwab to maintain custody of clients' assets and to effect trades for their accounts. LPL and Schwab provide brokerage and custodial services to independent investment advisory firms, including Leelyn Smith. For Leelyn Smith's accounts custodied at LPL and Schwab, the custodians are generally compensated by clients through commissions, trails, or other transaction or asset-based fees for trades that are executed through the custodians or that settle into custodian accounts. For IRA accounts, LPL and Schwab generally charge account maintenance fees. In addition, LPL and Schwab also charge clients miscellaneous fees and charges, such as account transfer fees. LPL and Schwab charge Leelyn Smith an asset-based administration fee for administrative services provided. Such administration fees are not directly borne by clients, but may be taken into account when Leelyn Smith negotiates its advisory fee with clients.

While LPL does not participate in, or influence the formulation of, the investment advice Leelyn Smith provides, certain supervised persons of Leelyn Smith are Dually Registered Persons. Dually Registered Persons are restricted by certain FINRA rules and policies from maintaining client accounts at another custodian or executing client transactions in such client accounts through any broker-dealer or custodian that is not approved by LPL. As a result, the use of other trading platforms must be approved not only by Leelyn Smith, but also by LPL.

Clients should also be aware that for accounts where LPL or Schwab serves as the custodian, Leelyn Smith is limited to offering services and investment vehicles that are approved by LPL or Schwab, and may be prohibited from offering services and investment vehicles that may be available through other broker-dealers and custodians, some of which may be more suitable for a client's portfolio than the services and investment vehicles offered through LPL or Schwab.

Clients should understand that not all investment advisers request that clients custody their accounts and trade through specific broker-dealers.

Clients should also understand that LPL is responsible under FINRA rules for supervising certain business activities of Leelyn Smith and its Dually Registered Persons that are conducted through broker-dealers and custodians other than LPL. LPL charges a fee for its oversight of activities conducted through these other broker-dealers and custodians. This arrangement presents a conflict of interest because Leelyn Smith has a financial incentive to recommend that you maintain your account with LPL rather than with another broker-dealer or custodian to avoid incurring the oversight fee.

Factors that Registrant considers in recommending LPL and/or Schwab (or any other broker-dealer/custodian to clients) include historical relationship with Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Registrant determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or

transaction fees charged by the designated broker-dealer/custodian are included in Registrant's investment management fee. Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. **Non-Soft Dollar Research and Additional Benefits:** Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant may receive from LPL and/or Schwab (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, vendor, unaffiliated product/fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations. Many of these products and services may be used to service all or a substantial number of Leelyn Smith's accounts, including accounts not held with LPL and/or Schwab.

As indicated above, certain of the support services and/or products that *may* be received may assist Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Registrant to manage and further develop its business enterprise.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at LPL or Schwab as a result of this arrangement. There is no corresponding commitment made by Registrant to LPL or Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Additional Benefits: Registrant has received from various wholesalers, certain additional economic benefits ("Additional Benefits") that may or may not be offered to Registrant again in the future. Specifically, the Additional Benefits include partial payment for certain marketing expenses for the benefit of Registrant. Various wholesalers have made one off payments between \$150 and \$3,000 infrequently and irregularly to third party service providers, in connection with marketing events, over the course of the last two years. Each payment is non-recurring and individually negotiated. Registrant has no expectation that these Additional Benefits will be offered again; however, Registrant reserves the right to negotiate for these Additional Benefits in the future. Wholesalers provide the Additional Benefits to Registrant at their sole discretion and at their own expense, and neither Registrant nor its clients pay any fees to wholesalers for the Additional Benefits. Registrant and the wholesalers have not entered into any written agreement to govern the Additional Benefits.

Transition Assistance Benefits: LPL provides various benefits and payments to Dually Registered Persons that are new to the LPL platform to assist the representative with the costs (including foregone revenues during account transition) associated with transitioning his or her business to the LPL platform (collectively referred to as "Transition Assistance"). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the Dually Registered Person's business, satisfying any outstanding debt owed to the Dually Registered Person's prior firm, offsetting account transfer fees (ACATs) payable to LPL as a result of the Dually Registered Person's clients transitioning to LPL's custodial platform, technology set-up fees, marketing and

mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, staffing support and termination fees associated with moving accounts.

The amount of the Transition Assistance payments are often significant in relation to the overall revenue earned or compensation received by the Dually Registered Person at his/her prior firm. Such payments are generally based on the size of the Dually Registered Person's business established at his/her prior firm and/or assets under custody on the LPL. Please refer to the relevant Part 2B brochure supplement for more information about the specific Transition Payments your representative receives.

Transition Assistance payments and other benefits are provided to associated persons of Leelyn Smith in their capacity as registered representatives of LPL. However, the receipt of Transition Assistance by such Dually Registered Persons creates conflicts of interest relating to Leelyn Smith's advisory business because it creates a financial incentive for Leelyn Smith's representatives to recommend that its clients maintain their accounts with LPL. In certain instances, the receipt of such benefits is dependent on a Dually Registered Person maintaining its clients' assets with LPL and therefore Leelyn Smith has an incentive to recommend that clients maintain their account with LPL in order to generate such benefits.

Leelyn Smith attempts to mitigate these conflicts of interest by evaluating and recommending that clients use LPL's services based on the benefits that such services provide to our clients, rather than the Transition Assistance earned by any particular Dually Registered Person. Leelyn Smith considers LPL's technology and seamless experience between advisory and non-advisory accounts when recommending or requiring that clients maintain accounts with LPL. However, clients should be aware of this conflict and take it into consideration in making a decision whether to custody their assets in a brokerage account at LPL.

Forgivable Loans-Conflict of Interest

As discussed above, certain of Leelyn Smith's representatives are registered representatives of LPL. LPL has established several forgivable and repayable loans with certain of these registered representatives. As such, these individuals (Timothy Crandall, Christopher Crandall, Andrew Grider and Jean Baert) received from LPL additional economic benefits ("Forgivable Loans"). The terms of the LPL Forgivable Loans require that each individual meet or exceed certain production requirements (commissions and fees received by LPL attributed to the individual's production in a registered representative capacity) for a period of three (3) years, terminating as of, 2020, before the loans are forgiven.

Clearing and custodial arrangements with LPL, any of LPL's affiliates as described herein do not and will not in any way affect, or relate or pertain to, the LPL Forgivable Loans.

Recommendation of Schwab Advisor Services: Leelyn Smith may recommend that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Leelyn Smith is independently owned and operated and not affiliated with Schwab. Schwab provides Leelyn Smith with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to

independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include 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 Leelyn Smith client accounts maintained in its custody, Schwab 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 Schwab or that settle into Schwab accounts.

Schwab also makes available to Leelyn Smith other products and services that benefit Leelyn Smith but may not benefit its clients' accounts. These benefits may include national, regional or Leelyn Smith specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Leelyn Smith by Schwab 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 Leelyn Smith 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), provide research, pricing information and other market data, facilitate payment of Leelyn Smith's fees from its clients' accounts, 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 Leelyn Smith's accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to Leelyn Smith other services intended to help Leelyn Smith 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, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to Leelyn Smith by independent third parties. Schwab 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 Leelyn Smith. While, as a fiduciary, Leelyn Smith endeavors to act in its clients' best interests, Leelyn Smith's recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to Leelyn Smith of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which creates a potential conflict of interest.

Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest that is created.

2. Registrant does not receive referrals from broker-dealers.
3. Registrant does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-

dealers or be able to “batch” the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

The Assetmark Program allows some choice as to custodian. Clients should understand that their choice of broker-dealer or custodian in this program may lead to higher brokerage costs than they might have otherwise obtained, due to higher rates or an inability to aggregate orders and thereby reduce transaction costs

Please Note: In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly 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 through Registrant. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Registrant’s Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

B. To the extent that Registrant provides investment management services to its clients, transactions for each client account generally will be effected independently, unless Registrant decides to purchase or sell the same securities for several clients at approximately the same time. Registrant may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Registrant’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Registrant shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by Registrant's principals and representatives. All investment supervisory clients are advised that it remains their responsibility to advise Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues, investment objectives and account performance with Registrant on an annual basis, as applicable.

B. Registrant may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

C. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Those clients to whom Registrant provides investment supervisory services may also receive a quarterly report from Registrant summarizing account activity and performance.

ATC will send to clients participating in the ATC investment platforms monthly account statements, transaction ledgers and quarterly reports showing the investment performance of their account. ATC can also provide on-demand reports.

Item 14 Client Referrals and Other Compensation

A. As referenced in Item 12.A.1 above, Registrant receives an economic benefit from LPL. Registrant, without cost (and/or at a discount), and receives support services and/or products from LPL.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at LPL as a result of this arrangement. There is no corresponding commitment made by Registrant to LPL or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Leelyn Smith may have relationships with non-affiliated investment advisers. It may use the support services and platform of ATC when managing client assets through that program. When doing so, ATC will receive a portion of the fees charged to the client.

Leelyn Smith and/or its Dually Registered Persons are incented to join and remain affiliated with LPL and to recommend that clients establish accounts with LPL through the provision of Transition Assistance (discussed in Item 12 above). LPL also provides other compensation to Leelyn Smith and its Dually Registered Persons, including but not limited to, bonus payments, repayable and forgivable loans, stock awards and other benefits.

The receipt of any such compensation creates a financial incentive for your representative to recommend LPL as custodian for the assets in your advisory account. We encourage you to discuss any such conflicts of interest with your representative before making a decision to custody your assets at LPL.

Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest created by such arrangement.

B. If a client is introduced to Registrant by either an unaffiliated or an affiliated solicitor, Registrant may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Registrant's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Registrant by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of their solicitor relationship, and shall provide each prospective client with a copy of Registrant's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Registrant and the solicitor, including the compensation to be received by the solicitor from Registrant.

Item 15 Custody

Registrant shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Those clients to whom Registrant provides investment supervisory services may also receive a quarterly report from Registrant summarizing account activity and performance.

Please Note: To the extent that Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Registrant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Registrant's advisory fee calculation.

Please Also Note: Custody Situations: certain clients have established asset transfer authorizations which permit the qualified custodian to rely upon instructions from the Registrant to transfer client funds or securities to third parties. These arrangements are also disclosed at ADV Part 1, Item 9, but in accordance with the guidance provided in the SEC's February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination.

Item 16 Investment Discretion

The client can determine to engage Registrant to provide investment advisory services on a discretionary basis. Prior to Registrant assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming Registrant as the client's attorney and agent in fact, granting Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name and found in the discretionary account.

In the AssetMark Program, Leelyn Smith offers clients model portfolios composed by a group of independent investment strategists. The independent investment strategists have no direct relationship with Leelyn Smith or its clients, make no analysis of the clients' circumstances or objectives and do not tailor the model portfolios to any specific client's needs. Leelyn Smith's associated persons assist the client in selecting the model portfolio(s) that best suit the client's objectives. The client then specifically directs the account to be invested in accordance with the chosen model.

When the client selects the model portfolio, the client further directs that the account be automatically adjusted to reflect any adjustment in the model portfolio by the investment strategist. This client authorization would result in the purchase and sale of certain mutual funds or transfers between variable annuity sub-accounts without further authorization by the client at such time as the investment strategist changes the composition of the selected model portfolio.

Leelyn Smith has no authority to cause any purchase or sale of securities in any client account, to change the model portfolio or to direct the account to be invested in any manner other than as previously authorized by the client.

The associated persons of Leelyn Smith are registered representatives of LPL and may earn sales commissions. Clients wishing to implement Leelyn Smith's advice are free to select any broker they wish and are so informed.

Clients who engage Registrant on a discretionary basis may, at any time, impose restrictions, in writing, on Registrant's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Registrant's use of margin, etc.).

Item 17 Voting Client Securities

A. Registrant does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted,

and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

A. Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.

B. Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

C. Registrant has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Registrant's Chief Compliance Officer, Ann Montgomery, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.