



## **Form ADV Part 2A**

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This brochure provides information about the qualifications and business practices of Packerland Brokerage Services, Inc. If you have any questions about the contents of this brochure, please contact us at 920-662-9500 or [aarond@pbshq.com](mailto:aarond@pbshq.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

Additional information about Packerland Brokerage Services, Inc. is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 37031.

## Item 2. Material Changes

The material changes since the March 29, 2017 annual update include:

- Item 4: Update for Amount of Managed Assets: as of December 31, 2017, we were actively managing clients' assets on a nondiscretionary basis, plus \$21,062,601 of clients' assets on a discretionary basis. As Packerland acts as a solicitor for some third-party money managers, the assets contained in the Solicitors Program are separately disclosed in Item 4.
- Item 9: The disciplinary section has been updated to reflect Packerland's consent to, and the entry of a Cease and Desist Order ("Order") issued by the SEC on December 21, 2017.

You may request a copy of this brochure by contacting us at (920) 662-9500, emailing us at [aarond@psbhq.com](mailto:aarond@psbhq.com), or download it from our website at [www.packerlandbrokerage.com](http://www.packerlandbrokerage.com) or the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## **Item 4. Advisory Business**

### ***About Us:***

Packerland Brokerage Services, Inc. (“Packerland”) is registered with the SEC as a broker-dealer and as a registered investment adviser with its principal place of business located in Green Bay, Wisconsin. Its broker-dealer is a member of the Financial Industry Regulatory Authority (“FINRA”) since its registration as a broker-dealer in 1994. Packerland became a registered investment adviser with the State of Wisconsin in 1997 and became an SEC-registered investment adviser in May 2012.

Since Packerland is dually registered with the SEC as both a broker-dealer and a registered investment adviser, a Packerland investment adviser representative (“Packerland IAR” or “our IAR”) may also be registered as a general sales representative (or a registered representative) with Packerland’s broker-dealer. Therefore, Packerland’s IAR may be able to offer clients both investment advisory and brokerage services. Clients should speak to their Packerland IAR to understand the different types of services available through Packerland. This brochure is limited to describing the investment advisory services we provide to clients.

Packerland is privately held with no shareholders (individuals and/or entities) controlling 25% or more of the company.

### ***Advisory Services:***

Packerland Brokerage Services, Inc. offers the following advisory services to our clients who have entered into a contract with Packerland for investment advisory services. These services consist of Individual Portfolio Management, Asset Advisory Account services (“AAA”), Financial Planning Services, Co-Advisory Programs using third party money managers, retirement plan programs and the Solicitors Program.

Packerland offers investment advisory services through several options listed throughout this brochure.

### **Individual Portfolio Management**

Packerland provides asset management of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on the client's particular circumstances are established, we develop the client's personal investment strategy. We create and manage a portfolio (including a subaccount for variable annuities) based on that strategy. During our data-gathering process, we determine the client’s individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we may also review and discuss a client’s prior investment history, as well as family composition and background.

We generally manage these advisory accounts on a non-discretionary basis, although we may manage them on a discretionary basis upon the client’s’ request. Account supervision is guided by the client's stated

objectives (i.e., preservation of capital, income, growth and income, growth, or speculation), as well as tax considerations provided by the Client or the Client's tax accountant. Clients may advise the Packerland IAR of reasonable restrictions on investing in certain securities, types of securities, or industry sectors, which the Packerland representative takes into consideration when making recommendations or making changes to the client's portfolio. Once the client's portfolio has been established, we review the portfolio on a regular basis, and if necessary, rebalance the portfolio on a regular basis, all in accordance with the client's individual needs and reasonable restrictions. We generally meet with our clients to conduct these reviews, based on the client's desire. We strived to have these meetings on at least an annual basis and more frequently if necessary to meet the client's objectives.

### Asset Advisory Account Program

The Asset Advisory Account program ("AAA program") is a "wrap-fee" program sponsored through Packerland. This type of account acts like a simple brokerage account, where mutual funds and/or securities are held at Hilltop Securities, Inc. ("Hilltop"), our clearing firm. With this program, Packerland and the Packerland IAR are fiduciaries and have an obligation to act in the client's best interest when providing investment advice regarding the management of client investments. As a wrap-fee arrangement, the clients pay a single fee for advisory, brokerage and custodial services. Packerland and its IARs receive a portion of the wrap-fee for services provided.

Packerland provides this asset management service based on the individual needs of the client through the same process identified above for the individual portfolio management. Similar to the individual portfolio management, these accounts may be managed on either a discretionary or non-discretionary basis, as discussed above. Account supervision utilizes the same process used for individual portfolio management as discussed above.

### The American Funds F-2 Program

Packerland has entered into an agreement with the American Funds, which allows it to offer its clients funds within the American Fund Family, a share class that is designed for investors who choose to compensate their financial professionals based on the total assets in their portfolio, rather than via commissions or sales charges. Shares in this class, designated as F-2 class by the American Funds, do not have upfront or a contingent deferred sales charges ("CDSC") and do not carry a 12b-1 fee, but may have slightly higher administrative costs than other share classes. Investors in this program should consult the fund's prospectus to have a better understanding of the costs and expenses of the specific mutual fund, including the expenses of the F-2 share class. Please note that F-2 shares are not available for purchase in certain employer-sponsored retirement plans, unless they are a part of a qualifying fee-based program.

Investors in this American Funds F-2 Program have a smaller minimum investment level of \$250.00. Investors in the American Funds F-2 Program can invest in any mutual funds in the American Fund Family that has an F-2 share class. Please note that exchanges among the various funds are only allowed within

the same share class. Thus, one cannot move from a mutual fund with an F-2 share class to a mutual fund with a different share class.

### Financial Planning

Financial planning is a comprehensive evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. Through the financial planning process, all questions, information and analysis are considered as they impact and are impacted by the entire financial and life situation of the client. In general, the financial planning can address any, or all, of the following areas:

- **PERSONAL:** We review family records, budgeting, personal liability, estate information and financial goals.
- **EDUCATION:** We review Education Individual Retirement Accounts, financial aid, state savings and 529 plans, grants and general assistance in preparing to meet dependent's continuing educational needs through development of an education plan.
- **TAX & CASH FLOW:** We analyze the client's income tax, spending, and planning for past, current and future years. We then illustrate the impact of various investments on the client's current income tax and future tax liability.
- **INVESTMENTS:** We analyze investment alternatives and their effect on a client's portfolio.
- **INSURANCE:** We review existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.
- **RETIREMENT:** We analyze current strategies and investment plans to help the client achieve retirement goals.
- **ESTATE PLANNING, DEATH & DISABILITY:** We assist the client in assessing and developing long-term strategies, including cash needs at death and income needs of surviving dependents, disability income, asset protection plans, nursing homes, Medicaid and elder law.
- **BUSINESS PLANNING:** We assist in the analysis of current and future business needs.

Through in-depth personal interviews, the Packerland IAR will meet with the client to gather required information. This information includes, but is not limited to, the client's current financial status, tax status, future goals, returns objectives and attitudes towards risk. Any documents provided by the client to a Packerland IAR are carefully reviewed. These documents generally include, at a minimum, answers to a questionnaire completed by the client. The Financial Planning service typically provides a written financial plan ("Plan") designed to assist the client in achieving his or her financial goals and objectives. Generally, the financial plan is presented to the client within six months of the contract date, provided that all

information needed to prepare the financial plan has been promptly provided. Should the client choose to implement the recommendations contained in the Plan, we suggest the client work closely with his or her attorney, accountant, insurance agent, stockbroker and/or other professionals. Implementation of the financial plan recommendations is entirely at the client's discretion.

Generally speaking, the Packerland IAR will not provide the client with tax advice, leaving that to the client and their tax accountant.

Since Packerland's IARs are also registered representatives of Packerland's broker-dealer and may also be insurance agents/brokers of various insurance companies, recommendations made in the financial plans may be limited to only those products offered through companies with which they are associated. Consequently, other advisers may be able to provide the same or similar service with a wider offering of products without the presence of these conflicts of interest.

#### Co-Advisor and Sub-Advisor Programs with Third-Party Money Managers ("Co-Advisory Program")

Packerland provides additional investment advisory services with certain third-party money managers who are registered as investment advisers with state or federal regulators, including the SEC, using these third-party money managers as either a co-advisor or sub-advisor through various sub-advisory or co-advisory programs (the two programs will be referred to hereinafter as "Co-Advisory Programs"). These third-party money managers are independent and unaffiliated with Packerland, however Packerland has negotiated an agreement with these third-party money managers to provide our clients the opportunity to have their investment portfolios professionally managed by, or adopt the model portfolios utilized by, these third-party money managers. When utilizing these third-party money manager programs, clients retain individual ownership of all securities contained in the portfolios.

Packerland and our IARs generally provide non-discretionary portfolio management services to clients under these third-party money manager programs; however, there are certain programs which authorized the third-party money managers to utilize their discretion and other programs which allow the third-party money managers to use their discretion to "rebalance" the portfolios, but require authorization from the customers for any and all other actions outside of the rebalance. Packerland's advisers will discuss the ability of the third-party money manager to use discretion with any and all of their clients that utilize these Co-Advisory Programs.

Investment strategies and types of investments utilized by third-party money managers will vary. Through personal discussions with the client in which the client's goals and objectives are established, we determine whether these types of Co-Advisory programs (and which Co-Advisory program) are suitable to the client's circumstances. Factors considered in making this determination of suitability include account size, risk tolerance, the opinion of each client and the investment philosophy of the particular third-party money manager. Among other things, the Packerland IAR will discuss the benefits of using the Co-Advisory Program and provide the clients with paperwork that shows the various strategies and different programs

used by the third-party money manager, along with the applicable corresponding fee charged by the third-party money manager. Services included with the Co-Advisory Program may include the initial selection of securities and allocations, selection of models based on asset allocations or other analysis, performance monitoring, forward notices, direction and instructions from the client to the third-party money manager, and/or other related services.

Account supervision is guided by the client's stated objectives (i.e., preservation of capital, income, growth and income, growth, or speculation), as well as tax considerations and risk tolerance. Once the client's portfolio has been established, the Packerland IAR will review the portfolio on a regular basis. Clients in certain Co-Advisory Programs may have the opportunity to place reasonable restrictions on the types of investments to be held in their account, but it is up to the client and the Packerland IAR to review the account with respect to such restrictions and to advise the specific Co-Advisory Program if certain securities must be liquidated because of the restrictions.

When utilizing a Co-Advisory Program, Packerland and Packerland's IAR will provide investment advice and act as a fiduciary. This may involve providing specific investment advice or recommendations regarding investments with these Co-Advisory Programs. If the client is interested in the use of the third-party money manager to assist the client with the investments in the client's portfolio, the client will enter into an agreement with Packerland outlining our role and responsibilities. The clients will also enter into an investment advisory agreement with the third-party money manager. The client's agreement with the third-party money manager may provide, depending on the program, certain third-party money managers with (i) trading discretion to determine which products to purchase, sell and/or exchange on behalf of clients without having to obtain prior approval for each transaction initiated; or (ii) trading discretion to re-balance the portfolio in the account to match the model portfolios; or (iii) no trading discretion with respect to the clients' portfolio. Packerland and its IARs will advise their clients which of the above discretionary actions would be applicable to the program selected by the clients.

To ensure that our initial determination of an appropriate portfolio remains suitable and that the account continues to be managed in a manner consistent with the client's financial circumstances, we will:

- (i) regularly remind each of our clients using a Co-Advisory Program that the client needs to advise his or her Packerland IAR of any changes to the client's financial situation and investment objectives;
- (ii) contact each participating client, on a regular basis (generally annually unless the customer or circumstances dictate otherwise), to determine whether there have been any changes in the client's financial situation or investment objectives, and, if applicable, whether the client wishes to impose investment restrictions or modify existing restrictions;
- (iii) be reasonably available to consult with the client; and
- (iv) maintain client suitability information in each client's file.

Packerland does not represent that the third-party money managers and/or Co-Advisory Programs will provide the highest performance or the lowest cost in providing such services. While Packerland has performed due diligence with respect to the third-party money managers that it recommends, Packerland makes no representation, express or implied, as to the quality of the services to be provided by any of the third-party money managers to any particular client.

As discussed in Items 5 and 10 below, Packerland and our IARs only recommend third-party money managers with which Packerland has entered into agreement. Accordingly, there may be a financial incentive for Packerland and our IARs to recommend certain third-party money managers over others who do not have an agreement with Packerland. Similarly, there may be other third-party money managers and/or programs that could provide similar services to clients at a lower cost. Thus, Packerland and our IARs carefully discuss this with the client so that the client can make an informed decision on whether or not to engage the third-party money manager as the client's registered investment adviser. The client should review the fees associated with the use of a third-party money manager, in light of the services offered, to determine whether the client should utilize the services of the recommended third-party money manager. The fees of these third-party money managers are separate and distinct from the fees charged by Packerland as a Co-Advisor or Sub-Advisor to the clients.

#### Retirement Plan Accounts

Through the programs listed above, accounts for retirement plans may be established to provide non-discretionary or administrative services. Each of these services is designed to assist plan sponsors of employee benefit plans ("Sponsor" or "Sponsors" as the case may be).

When providing any non-discretionary investment advisory services, we will solely be making investment recommendations to the Sponsor, and the Sponsor retains full discretionary authority or control over assets of the retirement plan. We agree to perform any non-discretionary investment advisory services to the retirement plan, as a fiduciary, as defined in ERISA Section 3(21)(A)(ii), and will act in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances.

When providing any administrative services, we may support the Sponsor with plan governance and committee education; vendor management and service provider selection and review; investment education; or provide plan participant non-fiduciary education services. We agree to perform any administrative services solely in a capacity that would not be considered a fiduciary under ERISA or any other applicable law.

#### Solicitor Services to Third Party Registered Investment Advisors (Solicitors Program)

Packerland also acts as a solicitor for various third party-money managers, who are registered investment advisers with the SEC and who have entered into a Solicitors' Agreement with Packerland. With certain suitable customers, Packerland and our IARs may recommend, based on a client's individual circumstances, the client's suitability and needs (as discovered during the client's initial and on-going meetings), that the

client engage a third-party money manager, selected by the Packerland IAR, to act as the client's registered investment adviser on a discretionary basis. Packerland and our IARs will disclose to the client that Packerland is acting in the capacity of a solicitor for these third-party money managers and will derive a solicitor's fee (sometimes referred to as a "referral fee") for referring the client to the third-party money manager.

If the client agrees to the use of a third-party money manager to manage the client's account on a discretionary basis, Packerland's representatives will perform searches of various third-party money managers that have entered into a Solicitors' Agreement to determine which third-party money manager's portfolio management style is appropriate and suitable for the client. Factors considered in making this determination of suitability include account size, risk tolerance, the opinion of each client and the investment philosophy of the third-party money manager. Among other things, the Packerland representative will discuss the benefits of using the third-party money manager (utilizing the third-party money manager's brochure, Form ADV and other pertinent documents) and provide the clients with paperwork that showed the various strategies and different programs used by the third-party money manager, along with the fees charged by the third-party money manager. If the client is interested in the use of the third-party money manager to assist the client with the investments in the client's portfolio, the Packerland representative would ask the client to enter into an investment advisory agreement with the third-party money manager and disclose that, pursuant to the Solicitor's Agreement that Packerland has with the third-party money manager, Packerland and its representative would receive a referral fee from the third-party money manager, which is disclosed to the client in various forms signed by the client. Thus, the client is not paying Packerland any fee for recommending the use of a third-party money manager.

At the time of the referral to a solicitor third-party money manager, Packerland will ensure that all federal and/or state specific requirements governing solicitation activities of its registered investment advisor representatives shall be met.

Pursuant to the Solicitor's Agreement and disclosure, Packerland's IARs will provide the clients with a copy of the third-party money manager's Form ADV Part 2A and other documents mandated by the Investment Advisers Act of 1940, as amended. Clients should refer to the third-party money manager's disclosure documents for a full description of the services offered by the respective third-party money manager.

Additionally, the Packerland client is obligated to acknowledge certain disclosures regarding the engagement of a third-party money manager as the registered investment adviser for the account. These disclosures include, but are not limited to:

- (i) the identity of the third-party money manager and the fact that the client must enter into the third-party money manager's investment advisory agreement;
- (ii) the fact that, with certain agreements, Packerland is acting as a Solicitor and will be paid a referral fee for recommending the client to the third-party money manager;

- (iii) the fact that Packerland is obligated to provide the client with certain disclosures pursuant to Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended;
- (iv) the fact that, when acting in our capacity as Solicitor, Packerland will NOT be acting as the registered investment adviser for the portfolio in these accounts and, as such, Packerland will render no investment advice with respect to the portfolio that will be managed by the third-party money manager;
- (v) certain fees associated with the third-party money manager account, which may include investment account fees, annuity fees and/or third-party money manager fees, but exclude other fees such as all fees, charges and commissions associated with a brokerage account (which may be payable to Packerland as the broker-dealer entering those transactions at the direction of the third-party money manager or the client), all fees and charges associated with the purchase or sale of mutual funds shares as disclosed in the prospectus (including, but not limited to, 12b-1 fees, contingent deferred sales charges and record keeping fees), custodian fees and any other fees deemed relevant;
- (vi) how the fees are to be paid to the third-party money manager and the consequences of certain actions with respect to direct payment from the account; and
- (vii) with respect to variable annuity accounts, the fact that the client understands that certain issuers may also have asset allocation models available for no additional fees.

Under the Solicitor's Program, Packerland and our IAR will generally (i) fulfill the role of the Packerland IAR (as Solicitor) and assist the client in determining the client's initial and ongoing suitability for the third-party money manager's investment portfolio; (ii) forward notices, directions and instructions from the client to the third-party money manager and (iii) describe the third-party money manager's services, but will render no investment advice on behalf of the third-party money manager. Because Packerland is generally prohibited from rendering any investment advice to accounts managed by the third-party money manager, Packerland advises its clients that, if the client engages the third-party money manager to provide advisory services to the client, then the third-party money manager is the registered investment adviser with respect to the portfolio it manages. Additionally, the client is required to sign an investment advisory agreement with the third-party money manager, establishing the investment advisory relationship.

In contrast to the Co-Advisory Program wherein Packerland is a fiduciary with respect to the portfolio, in the case of the Solicitors' Program, Packerland is the fiduciary with respect to the selection of the third-party money manager only, and not the portfolio because of the limitations placed on its services by the third-party money manager.

At the time of the referral to the third-party money manager, Packerland will ensure that all federal and/or state specific requirements governing solicitation activities of its registered representatives shall be met.

Packerland does not represent that the selected third-party money managers and/or the Solicitors Program will provide the highest performance or the lowest cost in providing such services. While Packerland has performed due diligence with respect to the third-party money managers that it recommends, Packerland

makes no representation, express or implied, as to the quality of the services to be provided by any of the third-party money managers to any particular client.

As discussed in Items 5 and 10 below, Packerland and its investment advisor representatives only recommend third-party money managers with which Packerland has entered into agreement. Accordingly, there may be a financial incentive for Packerland and its investment advisor representatives to recommend certain third-party money managers over others who do not compensate Packerland. Similarly, there may be other third-party money managers and/or programs that could provide similar services to clients at a lower cost. Thus, Packerland and its IARs carefully discuss this with the client so that the client can make an informed decision on whether or not to engage the third-party money manager as the client's registered investment adviser. The client should review the fees associated with the use of a third-party money manager, in light of the services offered, to determine whether the client should utilize the services of the third-party money manager.

#### Advisory Services in General

For each program discussed above, our investment recommendations may include advice regarding the following securities:

- Exchange-listed securities
- Securities traded in the over-the-counter markets
- Warrants
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Variable life insurance
- Variable annuities
- Mutual fund shares
- United States governmental securities
- Options contracts on securities
- Interests in partnerships investing in real estate
- Interests in partnerships investing in oil and gas interests
- Other alternative investments

Because some types of investments involve certain additional degrees of risk, they will only be recommended and/or implemented if and only if they are consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

***Assets Under Management:***

As of December 31, 2017, we were actively managing \$294,699,282 of clients' assets on a nondiscretionary basis, \$21,062,601 of clients' assets on a discretionary basis and we currently have \$183,617,806 of clients' assets in our Solicitor's Program.

**Item 5: Fees and Compensation**

***Individual Portfolio Management Fee:***

Fees are billed as a percentage of assets under management for specified accounts under the terms of the client agreement. Accounts applicable to those terms are clearly identified including the name of various third-party providers (including, but not limited to, mutual funds, insurance companies, brokerage accounts, third-party money managers, etc.), account number(s), and initial account value. Billing is generally in advance and on a quarterly basis. Specific fees will be set forth in the applicable client agreement, as negotiated between the client and the Packerland IAR and is subject to a 2.50% maximum rate on a per annum basis. To verify accurate billing based on the terms of the client agreement, the clearing firm supplies Packerland with copies of applicable client statements.

***Asset Advisory Account Program Fees:***

**Fee Schedule:**

Similar to the individual portfolio management accounts, fees for the AAA Program are billed as a percentage of assets under management for specified accounts under the terms of the client agreement. Accounts applicable to those terms are clearly identified including the name of various third-party providers (including, but not limited to, mutual funds, insurance companies, brokerage accounts, third-party money managers, etc.), account number(s), and initial account value. Billing is generally in advance and on a quarterly basis. Specific fees will be set forth in the applicable client agreement, as negotiated between the client and the Packerland IAR and is subject to a 2.50% maximum rate on a per annum basis. To verify accurate billing based on the terms of the client agreement, the clearing firm supplies Packerland with copies of applicable client statements. As indicated in Item 4. above, the AAA program is a "wrap fee" program, which is described in the Co-Advisory Program below.

### ***The American Fund F-2 Program Fees:***

#### **Fee Schedule:**

Fees are billed as a percentage of assets under management for specified accounts under the terms of the client agreement. The current fee rate is 1% of the assets under management. Fees shall be calculated by the American Funds for each quarterly period during the last business day of February, May, August and November and shall be the product of (i) the average daily net asset value of client assets invested in shares of the American Funds through the American Funds F-2 Program during the quarter; (ii) the number of days in the quarter and (iii) the rate agreed to by the client and Packerland (currently 1%) divided by the number of days in the year. The fees shall be paid within thirty (30) days following the end of the quarter for which such fees are payable and shall be deducted and calculated by the American Funds in accordance with the fee schedule. When deducting the fees, the American Funds will deduct fees proportionally from the client accounts, unless otherwise directed by the client.

#### ***Financial Planning Fees:***

Packerland's Financial Planning fee is determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are fully disclosed to the client in the terms of the agreement and are negotiated between the client and the Packerland IAR. Once the fees are agreed upon, an agreement is entered into between Packerland and the client, which is subject to review and final approval by a registered principal of Packerland. Thus, all fees are agreed upon prior to entering into a contract with any client.

Generally, our Financial Planning fees are calculated and charged on either (1) a fixed-fee basis, typically ranging from \$500 to \$10,000 depending on the specific arrangement reached with the client, (2) on an hourly basis ranging between \$50.00 to \$250.00 depending on the complexity and nature of the scope of work, or (3) as a percentage of assets under management. Fees must be appropriate to the services provided. How fees are billed is dependent on factors such as: client's payment preference, adviser's level of expertise and experience and level of research required to achieve client's expectations of advice given.

We may request a retainer upon completion of our initial fact-finding session with the client; however, advance payment will never exceed \$500 for work that will not be completed within six months unless federal statutes preempt the state blue sky laws. In that case, we will not require or solicit payment of fees in excess of \$1,200.00 more than six months in advance of services rendered. The balance is due upon completion of the plan.

Fees for financial planning services may be waived if additional investments are made as a result of financial planning recommendations. These additional investments may generate a commission to the Packerland IAR from the purchase or sale of securities products when the transaction is processed through Packerland's broker-dealer. Fees may also be waived or reduced based on relevant reduced or absent activity in specified accounts. Fees for this service are generally billed in arrears on a quarterly basis but

may be billed monthly, semiannually, annually, hourly, or on a one-time basis depending on the arrangement reached with the client.

Commissions: Recommendations for the purchase or sale of securities investments which generate a commission to the representative may be in addition to the fees set forth herein. Any portion of the fee may be reduced or waived based on a commission earned and the agreement, as negotiated between the client and Packerland.

***Co-Advisory Program Fees:***

Clients participating in separately managed account programs, such as the Co-Advisory Programs, may be charged various program fees *in addition to the advisory fee charged by our firm*. Such fees may include the investment advisory fees of the third-party money manager, which may be charged as part of a wrap fee arrangement, and is set forth in the third-party money manager investment advisory agreement, agreed to by the client. In a wrap fee arrangement, clients pay a single fee for advisory, brokerage and custodial services. Client's portfolio transactions may be executed without commission charge in a wrap fee arrangement. In evaluating such an arrangement, the client should also consider that, depending upon the level of the commissions charged by the broker-dealer, the amount of portfolio activity in the client's account, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. We will review with clients any separate program fees that may be charged to clients as well as the Packerland fee. The Packerland fee is set forth in the Packerland Investment Advisory Agreement, agreed to by the client. Packerland's fees are subject to a maximum of 2.5% of the client's assets.

***Retirement Plan Services Fees:***

Fees for retirement plan services may be based on a percentage of plan assets, an hourly rate or a specified flat fee as set forth in the investment advisory agreement for such service. The fees may be paid by the retirement plan record keeper directly from plan assets, accounts or investments. Alternatively, fees for retirement plan services may be billed to the plan sponsor.

***Solicitor Program Fees:***

Packerland and its representatives advise their clients desiring to use the Solicitors Program that the clients are assessed a separate management fee by the third-party money manager and not assessed a fee by Packerland. This fee is generally set by the third-party money manager and not Packerland, but is fully disclosed by Packerland prior to the client's agreement to utilize such services. The fee charged by the third-party money manager is contained in the agreement entered into for registered investment advisory services between the client and the third-party money manager and is in addition to any other fees charged by the programs and investments recommended by the third-party money manager. For example, the account may be assessed: all fees, charges and commissions associated with a brokerage account (which may be payable to Packerland as the broker-dealer entering those transactions at the direction of the third-

party money manager or the client); all fees and charges associated with the purchase or sale of mutual funds shares as disclosed in the prospectus (including, but not limited to, 12b-1 fees, contingent deferred sales charges and record keeping fees); custodian fees and any other fees deemed relevant; fees assessed by the variable annuity company; or fees of any other third-party service.

Pursuant to the Solicitor's Agreement that Packerland has with these various third-party money managers that it recommends to suitable clients, Packerland and its representative would receive a fee from the third-party money manager. This fee is fully disclosed to the client when they enter into the Investment Adviser Agreement with the third-party money manager and is contained in the Solicitors Disclosure Statement provided to the client. Moreover, the client is also obligated to confirm the client's receipt of certain disclosures with Packerland, which includes disclosure regarding the fees of the third-party money manager and the fees paid by the third-party money manager to Packerland.

Although Packerland and its representatives will recommend whether the services of a third-party money manager is the best program for the client, it is possible that the compensation received, directly or indirectly, by Packerland and its representative for recommending a third-party money manager may be more than the compensation Packerland or its representative would receive if they recommended another program. Consequently, Packerland and its representative may have a financial incentive to recommend a third-party money manager over other programs of services that might meet the clients' needs at a lower cost (such as, mutual funds, ETFs, or fee-plus commission arrangements). That is why this recommendation is discussed carefully with the clients to obtain the clients' consent and specific knowledge of the fees involved with these types of recommendations.

### ***General Information:***

#### Termination of the Advisory Relationship

A client agreement with Packerland's registered investment advisory firm may be canceled at any time, by either party, for any reason pursuant to the terms of the agreement, which generally provides for advance written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. Generally, the unearned fees are calculated on a pro rata basis according to the number of days remaining in the billing period.

Early termination fees may apply to certain investment programs managed by third-party money managers in the Co-Advisory Program or the Solicitors Program when the account is closed within a specified time frame as set forth in the investment advisory agreement. These early termination fees are also identified in the investment advisory agreement the clients entered into with the third-party money manager and may also be disclosed in the third-party money manager's Form ADV, which is provided to the clients.

#### Mutual Fund Fees

All fees paid to Packerland for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders (collectively referred to hereinafter as “mutual fund fees”). These mutual fund fees are also separate and distinct from the fees charged by third-party money managers in the Co-Advisory Program or the Solicitors Program, who may have initially obtained the investment portfolio from Packerland’s IAR, but, who have obtained discretion, by virtue of the investment advisory agreement between the third-party money manager and the client, to invest in different mutual fund classes. Clients should note that many mutual funds have different share classes, with some share classes paying a distribution fee to broker-dealers (a “12b-1 fee”) and others that do not. Consequently, share classes that do not pay a 12b-1 fee are less expensive for clients. In its initial selection of the mutual fund classes for clients selecting the Solicitors Program, clients should note that Packerland’s IARs may be limited to selecting the share classes that have been previously approved by the third-party money manager when they recommend the initial portfolio prior to transfer to the third-party money manager. In recommending the share class for the initial portfolio, Packerland and our IARs will have a discussion with their clients about the different share classes and will recommend that share class offered by the third-party money manager that is in the best interest of their clients.

The mutual fund fees and expenses, including those assessed by different mutual fund share classes, are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. Packerland will generally not recommend a share class that pays a 12b-1 fee to Packerland or its broker-dealer when there is another share class with similar characteristics that does not pay a 12b-1 fee to the broker-dealer. However, in situations where the only share class that is available is a share class that pays a 12b-1 fee, Packerland and our IARs will disclose the fee to the clients and recommend that share class if that share class is in the best interest of the client. In those situations, the clients should be aware that the payment of the 12b-1 fee to Packerland’s broker-dealer may create a conflict of interest and an incentive for Packerland and our IARs to recommend a higher cost share class that pays those fees rather than less costly share classes.

A client could invest in a mutual fund directly, without our services or the services of the third-party money manager. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. The client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

### Additional Fees and Expenses

In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker-dealers, including, but not limited to, any transaction charges imposed by a broker-dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

Various vendors, product providers, distributors and others may provide non-monetary compensation by providing training, education and publications that may further Packerland's employees' skills and knowledge. Some vendors may occasionally provide Packerland with gifts, meals and entertainment of reasonable value consistent with industry rules and regulations. Packerland may, in accordance with its compliance policies, accept lodging or travel expenses from third parties or third-party payment of its conference fee costs or fees to attain professional designations. The existence of these gifts, meals and entertainment provided by these vendors and others, which are consistent with industry rules and regulations and Packerland's Code of Ethics, may create a conflict of interest that could influence Packerland and its representative to use these vendors that may have higher costs or less favorable services than other suitable alternatives which do not provide equivalent compensation to Packerland or its representatives.

#### Grandfathering of Minimum Account Requirements

Advisory clients are subject to Packerland's minimum account requirements and advisory fees which were in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements may differ among clients, depending upon when the clients entered into an advisory agreement with Packerland.

#### Advisory Fees in General

Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

#### Limited Prepayment of Fees

Under no circumstances do we require or solicit payment of fees in excess of \$500 more than six months in advance of services rendered, unless federal statutes preempt the state blue sky laws. In that case, we will not require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

#### Compensation

Certain Packerland IARs are dually registered with Packerland as both an investment adviser representative of Packerland RIA and a registered representative of the Packerland broker-dealer. Accordingly, Packerland will receive some or all of the fees, ticket charges and/or the advisory service fee. Packerland will share this compensation with its representatives according to the agreement between the representative

and Packerland. While Packerland will recommend the best program for its clients, it is possible that the amount of compensation received, directly or indirectly, by Packerland and its representatives, as a result of recommending a wrap fee program, a Co-Advisory Program, a Solicitors Program or any other program, may be more than the amount of compensation Packerland and its IARs would receive if they recommended another investment program.

Unless specifically excluded by the terms of the investment advisory agreement, account balances in the money market funds are included as part of the account. Consequently, any asset-based fees owed under the investment advisory agreement will be based, in part, on the balances in these investments. In addition, the custodian may serve as adviser, distributor, or administrator to the money market funds and receive compensation for those services. The money market funds may also pay shareholder servicing, shareholder communication, sub-accounting, and 12b-1 fees and charges to the custodian, as well as fees for the execution of purchases of fund shares, or for trade clearance, settlement, custodial or other functions ancillary thereto. These fees and charges are expenses of the money market funds, which the client will bear, indirectly, as a fund shareholder.

Packerland's proportionate share of this compensation will increase as the aggregate balances in the money market funds or other depository products increase. Consequently, the possibility of this compensation creates an incentive for Packerland to make decisions for the account which would have the effect of increasing this compensation.

Packerland and the custodian are permitted to route client orders for over-the-counter and listed equity securities to selected market makers or market centers for execution. While they have an obligation to provide best execution services to the client, the client should note that both entities may receive compensation in the form of a per-share cash payment for directing order flow to these market makers or market centers.

### General Fee Practices

Transactions that have not settled prior to the last trading day of a calendar quarter may be included in either the current or the following calendar quarter, as determined by Packerland pursuant to its policies, procedures and practices. Fees are not charged on the basis of all or some of the funds of a share of capital gains or capital appreciation of an advisory client. Unless otherwise provided in the investment advisory agreement, Packerland will calculate fees on the basis of a 365-day year so that the amount payable each quarter will be based on the actual number of calendar days in that quarter. If a client terminates their account prior to the end of any quarter, they will receive a pro-rated refund, if any, of advisory fees paid in advance.

Unless otherwise limited by the custodian or an agreement with other third-party registered investment advisers or a separate account program, and subject to usual and customary securities settlement procedures, a client may make additions or withdrawals from their account at any time. Clients should

understand that additions to or withdrawals from certain accounts may affect the fees for the accounts as the fees are calculated based upon the assets under management. Clients are advised to discuss how additions or withdrawals may affect the calculation of the assets under management with their Packerland representative. Additions and withdraws from certain accounts may also create a tax liability which should be discussed with a qualified tax professional. No fee adjustment will be made for appreciation or depreciation in the value of any account during the fee calculation period. No refund or other adjustment of a fee already paid will be made as a result of a decline in value of the account (whether due to market losses or withdrawals). In the event the investment advisory agreement is terminated within five days after its initial execution, all advisory fees will be refunded pursuant to the terms in the investment advisory agreement.

The client should note that by signing an investment advisory agreement, they have directed the custodian to pay the advisory fee as instructed by Packerland or any other third-party money manager on a scheduled basis without any additional prior notice. All account assets, transactions, and advisory fees will be shown on the monthly or quarterly statements provided by the custodian.

#### Conflicts of Interest

As previously stated, some Packerland IARs are dually registered with Packerland's broker-dealer. As a result, all programs offered by its representatives are conducted through Packerland's programs. Although Packerland and its representatives will recommend the best program for their clients, it is possible that the compensation received, directly or indirectly, by Packerland or its representatives for recommending a program may be more than the compensation Packerland or its representatives would receive if they recommended another program.

Some Packerland IARs are agents for various insurance companies. As such, these individuals are able to receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of advisory clients. As stated above, clients are not under any obligation to engage these individuals when considering implementation of advisory recommendations, but should note that the IARs may be recommending products or services in which they may receive additional compensation while the implementation of any or all recommendations is solely at the discretion of the client, clients should be aware that there may be other insurance products that are offered by other insurance agents at a lesser cost than those recommended by the Packerland IAR in his or her capacity as an independent insurance agent.

Consequently, Packerland and its representatives may have a financial incentive to recommend a wrap-fee program over other programs or services that might meet the needs of their clients at a lower cost (such as, mutual funds, ETFs, or fee plus commission arrangements).

Please note that the amounts charged to the client's account for services, fees, expenses, or costs that Packerland has performed, incurred, advanced, or paid on the client's behalf (whether or not billed to the client, the account, or Packerland) will include a reasonable profit, unless prohibited under the investment

advisory agreement or applicable laws, regulations, or rules. The existence of this profit may create a conflict of interest that could influence Packerland to recommend opening or maintaining accounts that may have higher costs or less favorable services than other suitable alternatives which do not provide equivalent compensation to Packerland or its representatives.

#### **Item 6: Performance-Based Fees and Side-by-Side Management**

Performance-based fees are fees in which representatives are compensated based on a share in capital gains or capital appreciation of assets in a client account.

Packerland does not permit its representatives to charge performance-based fees.

#### **Item 7. Types of Clients**

Packerland provides advisory services to the following types of clients: individuals, including high net worth individuals; trusts, estates, corporations or other businesses; charitable organizations; and Sponsors or other fiduciaries to retirement plans. In order for clients to participate in certain programs, account balance minimums may be imposed based on the investment program selected. We reserve the right to amend or waive these requirements at any time. Failure to maintain certain account minimums may result in the termination of the investment advisory agreement.

**Asset Advisory Accounts** generally have an initial account minimum requirement of \$25,000.

**Co-Advisory Program and Solicitors Programs** have account minimums that vary according to each third-party money manager. Other terms may apply to account opening and maintenance, which may be found in the third-party money manager's investment advisory agreement.

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

##### *Methods of Analysis:*

Packerland IARs may use one or more the following methods of analysis in formulating our investment advice and/or managing client assets:

##### Charting

In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

##### Fundamental Analysis

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

company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

### Technical Analysis

We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

### Cyclical Analysis

In this type of technical analysis, we measure the movements of a particular stock against the overall market in an attempt to predict the price movement of the security price or earnings per share, and predict changes to that data. A risk in using cyclical analysis is that the models used may be based on assumptions that prove to be incorrect.

### Qualitative Analysis

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

### Asset Allocation

Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance. A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

### Mutual Fund and/or ETF Analysis

We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in another fund(s) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy. A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may

not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

### Third-Party Money Manager Analysis

We examine the experience, expertise, investment philosophies, and past performance of independent third-party investment managers who have entered into a Solicitors' Agreement or a Co-Advisory Agreement with us in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. Our IARs monitor the manager's performance as part of the IARs' overall periodic risk assessment for suitability. Packerland will interview our IARs and will discuss their findings with respect to the suitability of the third-party money manager. Packerland will also interview the IARs to obtain the IARs' impressions as to the quality of service provided by the third-party money managers and the performance of their strategy as measured against the benchmarks provided by the third-party money manager. Packerland also collects performance data of the third-party money manager and uses the data and interviews to determine whether the third-party money manager should remain on the approved platform. Packerland and its IARs also advise their clients that the third-party money manager may not be able to replicate that success in the future.

In addition, as we do not control the underlying investments in portfolios in the Solicitors Program, there is a risk that a third-party money manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the third-party money manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

### Risks for All Forms of Analysis

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

### ***Investment Strategies:***

We use the following strategy or strategies in managing client accounts, provided that such strategy or strategies are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance and time horizons. In certain strategies, increased brokerage and/or trading costs may affect investment returns.

## Long Term Purchases

We purchase securities with the intent of holding them in the client's account for a year or longer. Typically we employ this strategy when (i) we believe the securities to be currently undervalued, and/or (ii) we want exposure to a particular asset class over time, regardless of the current projection for this class or (iii) the yield (income) of the investment is attractive and consistent with the investment objectives of our client. A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell. Finally, a security may, at any time and without prior notice, decrease/suspend/terminate its payment of dividends, coupon payments, or return on capital, thereby decreasing the yield of stated investment.

## Short Term Purchases

When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase. A risk inherent in short-term purchase strategy is that if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

## Trading

We purchase securities with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of our predictions of brief price swings. An inherent risk in trading of this nature is that if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell. Additionally, this type of strategy may fail to realize any/all long-term price appreciation due to the high turnover rate of the securities being traded.

## Options

We may use options as an investment strategy. Certain standardized options issued by the Options Clearing Corporation are securities, regulated by the SEC. An option is also considered a “derivative” because it derives its value from an underlying asset. The two types of options are calls and puts:

- A call gives the holder (the buyer of the call) the right to buy an asset at a certain price within a specific period of time. We will buy a call if we have determined that the stock will increase substantially before the option expires.
- A put gives the holder (the buyer of the put) the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the stock will fall before the option expires.

We will use options to speculate on the possibility of a sharp price swing. We will also use options to "hedge" a purchase of the underlying security; in other words, we will use an option purchase to limit the potential upside and downside of a security we have purchased for a client's portfolio. We use "covered calls", in which we sell an option on a security the client owns. In this strategy, the client receives a premium for making the option available, and the person purchasing the option has the right to buy the security from the client at an agreed-upon price. We use a "spreading strategy", in which we purchase two or more option contracts (for example, a call option that the client buys and a call option that the client sells) for the same underlying security. This effectively puts the client on both sides of the market, but with the ability to vary price, time and other factors.

***Risk of Loss:***

Clients should understand that investing in any securities, including mutual funds, involves a risk of loss of both income and principal. Most securities investments are not guaranteed and the client may lose money on their investments. We ask that the client work with us to help us understand the client's tolerance for risk.

**Item 9. Disciplinary Information**

In December 2017, Packerland consented to the entry of a Cease and Desist Order ("Order") by the SEC in which Packerland was found to have violated Sections 206(2), 206(4) and 207 of the Investment Advisers Act and Rule 206(4)-7 promulgated thereunder. Packerland neither admitted nor denied the findings in the Order, in which the SEC found that Packerland failed to disclose to its advisory clients utilizing the Solicitors' Program, a financial conflict of interest that existed when Packerland's broker-dealer received 12b-1 fees in connection with the advisory clients' purchase of service class mutual fund shares when there was an investor class of the same mutual fund shares that did not pay a 12b-1 fee. Without admitting or denying the findings contained in the Order, Packerland agreed to: (i) cease and desists from committing or causing any future violations of Sections 206(2), 206(4) and 207 of the Advisers Act, as well as Rule 206(4)-7; (ii) a censure; (iii) pay an amount to each affected client which represents the full amount of the 12b-1 fees paid to the broker-dealer by the vendor for the clients' purchases at any time during the relevant period; and (iv) pay a civil penalty along with prejudgment interest.

**Item 10. Other Financial Industry Activities and Affiliations**

***Firm Registrations:***

**BROKER-DEALER:** In addition to Packerland Brokerage Services, Inc. being a registered investment adviser, our firm is registered as a FINRA member broker-dealer.

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

Since Packerland is dually registered as a broker-dealer and a Registered Investment Adviser, certain management personnel of our firm are also registered with our broker-dealer as registered representatives of Packerland Brokerage Services, Inc., a FINRA member broker-dealer. As registered representatives of the affiliated broker-dealer, certain individuals, in their separate capacity, can effect securities transactions for which they will receive separate, yet customary compensation. While Packerland and these individuals endeavor at all times to put the interest of the clients first as part of our fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest and may affect the judgment of these individuals when making recommendations.

The Firm has established written policies and procedures for insider trading that prohibit its representatives, access persons and any other member, officer or employee of our firm, from buying, selling or recommending the securities of companies bought, sold or recommended where the decision is substantially derived, in whole or in part, by reason of access to material inside information.

**INSURANCE COMPANIES:** Some management personnel of Packerland, in their individual capacities, are agents for various insurance companies. As such, these individuals are able to receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of advisory clients. Clients, however, are not under any obligation to engage these individuals when considering implementation of advisory recommendations. The implementation of any or all recommendations is solely at the discretion of the client.

**Third-party money managers:** As previously disclosed, we recommend the services of various third-party money managers as registered investment advisers to clients who are suitable for the Solicitors Program. In exchange for this recommendation, we receive a referral fee from the selected third-party money managers. We do not charge the client any fees directly for these services, but we do receive a referral fee from the third-party money manager that is fully disclosed to the client. The fee paid to us does not increase the total advisory fee paid to these third-party money managers by the client.

Currently available third-party money managers in the Solicitors Program are only those third-party money managers in which Packerland has entered into a solicitors' agreement. We are aware of the special considerations required under Rule 206(4)-3 of the Investment Advisers Act of 1940 in regard to Solicitor third-party money managers. As such, we make all appropriate disclosure and observed all applicable Federal and State laws regarding such referral fees.

### ***Other Information Regarding Conflicts of Interest:***

Clients should be aware that the receipt of additional compensation by Packerland and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. Packerland endeavors at all times to put the interest

of its clients first as part of our fiduciary duty as a registered investment adviser. We take the following steps to address this conflict:

- Packerland has adopted and strictly adheres to a Code of Ethics, wherein, among other things, we mandate that our representatives put their clients' interests first at all times.
- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we advise our clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies as that decision is entirely at their discretion;
- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm;
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients; and
- we conduct initial and periodic due diligence on the selected investment advisers to establish that the advisers are suitable to recommend to our clients.

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

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws. Packerland and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code of Ethics.

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

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

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

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in certain securities which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security immediately prior to an identical transaction(s) being implemented for an advisory account of that employee ("trading ahead"), thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts. We may aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may trade ahead of an advisory account of that employee, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts;
4. Our firm currently prohibits the purchase of any initial public offering (an "IPO") or private placement investments by related persons of the firm.

5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
6. We have established procedures for the maintenance of all required books and records.
7. All clients are fully informed that related persons may receive separate commission compensation when effecting transactions during the implementation process.
8. Clients can decline to implement any advice rendered, except in situations where our firm is granted discretionary authority.
9. All principals and employees must act in accordance with all applicable federal and state regulations governing registered investment advisory practices.
10. We require delivery and acknowledgement of the Code of Ethics by each supervised person of our firm.
11. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
12. Any individual who violates any of the above restrictions may be subject to termination.

As disclosed in the preceding section of this Brochure (Item 10), related persons of our firm are separately registered as securities representatives of our broker-dealer, and/or are licensed as an insurance agent/broker of various insurance companies. Please refer to Item 10 for a detailed explanation of these relationships and important conflict of interest disclosures.

A copy of the Firm's Code of Ethics may be obtained by contacting Aaron A. Doelger, Chief Compliance Officer, using the contact information provided on the cover page of this document.

### **Item 12. Brokerage Practices**

Packerland does not have any soft-dollar arrangements and does not receive any soft-dollar benefits.

In addition to Packerland Brokerage Services, Inc. being a registered investment adviser, our firm is registered as a broker-dealer and is a member of FINRA. Packerland's broker-dealer is appointed by the client as sole and exclusive broker with respect to the client's investment advisory activities for the execution of purchase and sale transactions.

As a matter of policy and practice, Packerland does not generally block client trades and, therefore, we implement client transactions separately for each account. Consequently, certain client trades may be

executed before others, at a different price and/or commission rate. Additionally, our clients may not receive volume discounts available to advisers who block client trades.

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

#### ***Investment Supervisory Services:***

Packerland considers account reviews a continuous process, with the frequency and nature of the review dependent on various factors and situations, including, but not limited to:

- whether the account is managed on a discretionary basis,
- the buying and selling of a security,
- balancing gains/losses for tax planning,
- raising or lowering cash based on market conditions,
- investing new capital contributions, and
- adjusting overall portfolio composition to maximize returns given current market conditions.

At various times, depending on the nature and reason for the review, Packerland may review the suitability of the various programs in which the account participates, the securities held within the account and the client's particular financial resources and time horizon (Suitability Information). In addition to the compliance professionals in its home office, Packerland employs branch office managers, who are responsible for performing regular reviews of all Packerland accounts within their jurisdiction.

The number of accounts assigned to each branch office manager depends upon the size of the branch and its affiliated offices. Packerland's Compliance Department will periodically review this supervisory system and a sampling of the transactions it records to make certain that it continues to alert the branch office managers to possible procedural violations.

The representative will review the client's portfolio on a regular basis to ensure that the client remains suitable to remain a client of the selected program.

The investment advisory agreement for some programs may provide for additional reports. Accounts will receive performance or other reports only as specifically provided in the investment advisory agreement.

#### **Asset Advisory Accounts**

**REVIEWS:** While the underlying securities within Asset Advisory Accounts are continually monitored, these accounts are reviewed at least annually, or in accordance with customer direction. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews

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

These accounts are reviewed by the Packerland IAR with the client, unless directed otherwise by the client. These accounts are also subject to review by Packerland's Compliance Department, as part of the Compliance Department's routine inspection of the representative's branch office, targeted examination of the representative or a specific investment, routine or special surveillance program or random inspection of the representative and/or the representative's accounts.

**REPORTS:** All clients will receive the following reports from the custodian:

- confirmation of each securities transaction,
- a quarterly statement reflecting all activity in the account during the preceding period, including all transactions made on behalf of the account, all contributions and withdrawals, all fees and expenses, and the value of the account at the beginning and end of the period; and
- all other documents required by law to be provided to security holders.

#### **American Funds F-2 Program**

**REVIEWS:** While the underlying securities within the American Funds F-2 Program are continually monitored, these accounts are reviewed at least annually, or in accordance with customer direction. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, the market, or political or economic environment.

These accounts are reviewed by the Packerland IAR with the client, unless directed otherwise by the client. These accounts are also subject to review by Packerland's Compliance Department, as part of the Compliance Department's routine inspection of the representative's branch office, targeted examination of the representative or a specific investment, routine or special surveillance program or random inspection of the representative and/or the representative's accounts.

**REPORTS:** All clients will receive the following reports from American Funds, the custodian:

- confirmation of each securities transaction,
- a quarterly statement reflecting all activity within each of the American mutual fund accounts contained in the American Funds F-2 program (the "mutual fund accounts") during the preceding period, including all transactions made on behalf of each of the mutual fund accounts, all contributions and withdrawals on behalf of each of the mutual funds accounts, all fees and expenses (as allocated among the various mutual fund accounts, and the value

of each of the mutual fund accounts within the American Funds F-2 Program at the beginning and end of the period; and

- all other documents required by law to be provided to security holders.

### Financial Planning

**REVIEWS:** While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Financial Planning clients unless it is specifically included as part of the contract for services.

**REPORTS:** Financial Planning clients will receive a completed financial plan. Additional reports will not typically be provided unless it is specifically included as part of the contract for services.

### Co-Advisory Program Accounts

**REVIEWS:** While the underlying securities within the Co-Advisory Program accounts are continually monitored by the third-party money manager, these accounts are generally reviewed on an annual basis or in accordance with customer direction. Accounts are reviewed in the context of the investment objectives and guidelines of each model portfolio as well as any investment restrictions provided by the client. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances or the market, political or economic environment.

These accounts are generally reviewed by the Packerland IAR with the client on an annual basis, unless directed otherwise by the client. These accounts are also subject to review by Packerland's Compliance Department, as part of the Compliance Department's routine inspection of the representative's branch office, targeted examination of the representative or a specific investment, routine or special surveillance program or random inspection of the representative and/or the representative's accounts.

**REPORTS:** All clients will receive the following reports from the Custodian:

- confirmation of each securities transaction,
- a quarterly statement reflecting all activity in the account during the preceding period, including all transactions made on behalf of the account, all contributions and withdrawals, all fees and expenses, and the value of the account at the beginning and end of the period; and
- all other documents required by law to be provided to security holders.

Clients should also refer to the third-party money manager's Firm Brochure (or other disclosure document used in lieu of the brochure) for information regarding the nature and frequency of reports provided by that independent registered investment adviser. Packerland does not typically provide reports in addition to those provided by the third-party money manager selected to manage the client's assets.

### Retirement Plan Accounts

**REVIEWS:** Packerland will review the client's Investment Policy Statement (IPS) whenever the client advises us of a change in circumstances regarding the needs of the retirement plan. Packerland will also review the investment options of the retirement plan according to the agreed upon time intervals established in the IPS. Such reviews will generally occur quarterly, unless the client dictates otherwise. These accounts are reviewed by the Packerland IAR with the Sponsor, unless directed otherwise by the client. These accounts are also subject to review by Packerland's Compliance Department, as part of the Compliance Department's routine inspection of the Packerland IAR's branch office, targeted examination of the Packerland IAR or a specific investment, routine or special surveillance program or random inspection of the Packerland IAR and/or the Packerland IAR's accounts.

**REPORTS:** Client accounts will receive reports as contracted for at the inception of the advisory relationship and in accordance with the terms set forth in the client's Investment Policy Statement.

### Solicitors Program Accounts

**REVIEWS:** While the underlying securities within the portfolios of those accounts that are being managed by a third-party money manager are monitored by the third-party money manager, the representative will conduct an initial review with the client to determine that the client is suitable to enter into an investment advisory contract with the third-party money manager. Packerland's IAR will generally review the client's portfolio on an annual basis, unless directed otherwise by the client, to determine that the clients remains suitable for the Solicitors Program and will perform the administrative tasks of transmitting certain client instructions to the third-party money manager, as disclosed in the Solicitor's Disclosure Statement provided to the client.

**REPORTS:** Clients should refer to the third-party money manager Firm Brochure (or other disclosure document used in lieu of the brochure) for information regarding the nature and frequency of reports provided by the third-party money manager to the clients. Packerland does not typically provide reports in addition to those provided by the third-party money manager selected to manage the client's assets.

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

It is Packerland's policy not to engage solicitors or to pay related or non-related persons for referring potential clients to our firm.

## **Item. 15 Custody**

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that, by signing the investment advisory agreement, the client has directed the custodian to pay the advisory fee as instructed by Packerland or any other third-party manager on a scheduled basis without any additional prior notice to the client. All account assets, transactions, and advisory fees will be shown on the monthly or quarterly

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

Because the custodian calculates the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

When performing retirement plan services, custody of all retirement plan assets will be maintained with a third-party custodian selected by the Sponsor, and the retirement plan recordkeeping will be provided by a third-party recordkeeper selected by the Sponsor. We will not serve as a custodian of a retirement plan for which we provide advisory or investment management services.

Our firm does not have actual or constructive custody of client accounts.

#### **Item 16. Investment Discretion**

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

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

Clients give us discretionary authority when they sign an investment advisory agreement and select the discretionary option. Clients may limit this authority by giving us written instructions. Clients may also change or amend such limitations by once again providing us with written instructions.

#### **Item 17. Voting Client Securities**

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, 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 of events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. We do not offer any consulting assistance regarding proxy issues to clients.

Some Co-Advisory Programs with discretionary authority specifically provides the third-party money manager's platform manager or its applicable sub-manager with authority to exercise its discretion in voting or otherwise acting on all matters for which a security holder votes, consents, elects or similar action solicited by, or with respect to, issuers of securities beneficially held as part of the program assets of the third-party money manager, unless otherwise agreed with Client. The Client also has the right to revoke such authority at any time. Clients should review the Form ADV provided by their specific third-party money manager to determine the third-party money manager's ability to vote proxies on their behalf.

### **Item 18. Financial Information**

Under no circumstances will we collect fees in excess of \$500 more than six months in advance of services rendered, unless federal statutes preempt the state blue sky laws. In that case, we will not require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

As an advisory firm that maintains discretionary authority for some client accounts, we are also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. Packerland has no such financial circumstances to report. Packerland has not been the subject of a bankruptcy petition at any time during the past ten years.