



Item 1 – Cover Page

American Community Wealth
Management LLC

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March 2019

This Brochure provides information about our qualifications and business practices of American Community Wealth Management LLC (“ACWM”, “us”, “we”, “our”). If you (“client”, “your”) have any questions about the contents of this brochure, please contact us at (815) 338-2300. 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. Our IARD firm number is 147376.

We are a registered investment adviser with the State of Illinois under the Secretary of State. Our registration as an Investment Adviser does not imply any level of skill or training. Additional information about American Community Wealth Management LLC is also available on the SEC's website at www.adviserinfo.sec.gov (click on the link, select "investment adviser firm" and type in our firm name). The results will provide you with both Parts 1 and 2 of our Form ADV.

Item 2 – Material Changes

There are no material changes since the last annual filing of ACWM's Form ADV Part 2 or "Disclosure Brochure" dated March 2018. However, updates were made to the list of PMA accounts in Item 4 and the minimum account size in Item 7, and we have made additional disclosures to Item 15 regarding the standing letters of authorization.

This Disclosure Brochure was developed in response to new requirements adopted and imposed by the State of Illinois under the Secretary of State.

1. The revised Disclosure Brochure will be available, since our last delivery or posting of this document on the SEC's public disclosure website ("IAPD") at www.adviserinfo.sec.gov or you may contact our Chief Compliance Officer, Thomas F. Quinn at listed on the cover page of this Disclosure Brochure or via email at TQuinn@amcomwealth.com.
2. When an update is made to this Disclosure Brochure, we will send you a copy including a summary of material changes, or a summary of material changes that includes an offer to send you a copy [either by electronic means (email) or in hard copy form].

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Item 4 – Advisory Business

American Community Wealth Management LLC is a limited liability company organized under the laws of the State of Illinois on April 17, 2008, and wholly owned by American Community Bank & Trust, which is wholly owned by American Community Financial, Inc. We have been registered as an investment adviser with the U. S. Securities and Exchange Commission since June 19, 2008 and notice filed with our home state, Illinois as well as the States of Arizona, Florida, Indiana, Nevada, and Wisconsin since December 2011. We have filed our application for registration as an investment adviser with the State of Illinois and Florida, in order to provide the investment advisory products and services described within this document. As of December 31, 2018, we have \$139,138,121 of assets under management of which \$20,313,300 were managed on a non-discretionary basis.

We offer investment advisory services to individuals including high net worth individuals, business owners, corporations, charitable organizations, pension and profit sharing plans, and state or municipal government entities. This Disclosure Brochure provides you with information regarding our qualifications, business practices, and the nature of advisory services that should be considered before becoming our advisory client.

Please contact Thomas F. Quinn, Chief Compliance Officer, if you have any questions about this Brochure.

Individuals associated with us will provide our investment advisory services. These individuals are appropriately licensed and qualified to provide advisory services on our behalf. Such individuals are known as Investment Advisor Representatives (“IARs”). We require IARs engaged in determining or offering investment advice to clients to have a college education and/or adequate experience and knowledge in related fields, such as business, finance, insurance, employee benefits, securities and financial and tax planning.

Below is a description of the investment advisory and financial planning services we offer. For more detail on any product or service please reference the advisory agreement, wrap brochure (if applicable) or speak with your ACWM IAR.

Investment Advisory Services

Our IARs provide continuous and regular investment advisory services on a non-discretionary basis to you in connection with establishing and monitoring of your investment objectives, risk tolerance, asset allocation goals and time horizon. In addition,

our IARs may provide information and research about investment products and strategies, and review portfolio performance reports. You have the opportunity to place reasonable restrictions or constraints on the way your account is managed; however, such restrictions may affect the composition and performance of your portfolio. For these reasons, performance of the portfolio may not be identical with our average client.

We offer investment advisory services primarily through “Advisor Managed Fee Based Accounts” and “Third Party Managed Accounts”, which include private managed accounts and turnkey asset management programs, affected through Triad Advisors, LLC (“Triad”), a registered broker-dealer. For these programs, trades are generally cleared through National Financial Services, LLC (“NFS”), pursuant to Triad’s clearing agreement with NFS. Custody of funds and securities are generally maintained by NFS, not by us. However, certain third-party money managers may not clear through NFS, and our policy is not to maintain custody of client funds or securities.

Services provided under some or all of these options may be available from other providers for lesser fees. In addition, you may buy securities (e.g., mutual funds, exchange-traded funds, etc.) outside of certain programs without incurring the program fees.

Fee-Based Advisor Managed Accounts

We have the ability to offer certain investment advisory services through various accounts established by Triad. The Triad Platform offers various account structures that allow IARs to effectively meet your investment needs and preferences. Based on consultations with you, the IAR determines your investment goals and risk tolerance. The Advisory-Managed accounts give IARs the ability to customize asset allocation, investment selection, and investment strategies to meet your individual financial situation and investment objectives. Several factors may influence the IARs’ selection of your account structure including but not limited to: 1) your preference for a “wrap” vs. transaction charges per trade on certain or all securities, 2) account size, 3) anticipated trading frequency, 4) anticipated securities to be traded, and/or 5) management style. In each account structure, the IAR may manage and provide advice on mutual funds, stocks, bonds, Exchange Traded Funds (ETFs), Limited Partnerships (LPs), and options.

1. Apex Account

The Apex Account is potentially suitable for clients who prefer to experience transaction charges on a per trade basis, for smaller accounts and/or those in which the IAR anticipates very low trading activity annually.

2. Pinnacle Account

The Pinnacle Account is a Wrap Account sponsored by Triad and may be suitable for clients that would prefer not to experience transaction charges for any trade and/or in which IAR anticipates placing more than a moderate number of non-mutual funds trades annually.

Third-Party Managed Accounts

Private Managed Account (“PMA”) Programs

The PMA programs provide access to a number of non-affiliated third-party money managers, in addition to Triad’s affiliated money managers (i.e., Ladenburg Asset Management Program), with various specialties and investment strategies (i.e., fixed-income, small cap, international, etc.), as well as asset allocation or asset management services. A PMA is an investment portfolio that is managed on a discretionary basis by a third-party money management firm primarily through individual stocks, bonds, ETFs, or mutual funds. The duties of our IARs will include assisting you in choosing investment objectives and appropriate investment managers, setting restrictions or limitations on the management of the account, explaining portfolio strategies and transactions and answering your questions. Furthermore, we review the performance of third party advisers on at least an annual basis and prior to introducing you to the non-affiliated investment advisers.

Triad, as sponsor of the PMA programs, has established contractual relationships with third party money management firms to enable you access to discretionary investment management and advisory services.

If and when you are referred to third party money managers, those advisers will be registered or on notice where clients reside.

Currently, we offer access to the following PMA Accounts:

1. Third Party Manager – Advisors Asset Management, Inc., an SEC registered investment advisor
Investment Focus – Comprehensive and diversified fixed income options: Short Duration High Grade Taxable; Conservative Tax Exempt/Taxable; Investment Grade Tax Exempt/Taxable; Total Return Taxable; Aggressive Taxable; Distressed Taxable
Custodian – NFS

2. Third Party Manager – Crossmark Global Investments, Inc., an SEC registered investment advisor
Investment Focus - Individual equity, fixed income and option management
Custodian – NFS
3. Third Party Manager – City National Rochdale Investment Management, an SEC registered investment advisor
Investment Focus – Customized Multi-Discipline Portfolios: Large Cap Core/Growth/Value; Mid/Small Core/Growth/Value; Dividend and Income; International; Taxable/Tax Exempt Fixed Income
Custodian – NFS
4. Third Party Manager – Lindner Capital Advisors, Inc., an SEC registered investment advisor
Investment Focus - low cost, asset class institutional mutual fund allocations
Custodian – NFS
5. Third Party Manager – Ladenburg Thalmann Asset Management Inc., an SEC registered investment advisor
Investment Focus - Mutual Fund and ETF Investment Allocations
Custodian – NFS
6. Third Party Manager – Horizon Investment Services, an SEC registered investment advisor
Investment Focus – individual stock and Enhanced Socially Responsible strategies
Custodian – NFS
7. Third Party Manager – Innealta Capital, an SEC registered investment advisor
Investment Focus – ETF asset allocation strategies, tactical fixed income strategy, low-cost portfolio alternatives
Custodian – NFS
8. Third Party Manager – Aurora Investment Counsel, an SEC registered investment advisor
Investment Focus – “Growth at the Right Price” (GARP) equity discipline that seeks consistent growth of principal with relatively low volatility through constant portfolio monitoring
Custodian – NFS

Turnkey Asset Management Programs

In addition to the stable of Managers, we have the ability to offer certain investment advisory services through various accounts established by Triad. Triad has also entered into arrangements with third party advisors to provide additional platforms of managers from which you and your IAR can evaluate and choose. These platforms offer separate account managers, mutual fund solutions, and multi-manager strategies.

We have reviewed the advisors and programs to which we refer you to. However, you should be aware that we are not affiliated with the third parties involved, does not custody the accounts opened, and does not control the daily investment management of securities held in these accounts. Furthermore, with some money management programs the client may be authorizing the third-party investment advisor to act with discretion (i.e., execute trading decisions without first consulting client). You should become familiar with the specific features of any managed account program before selecting such program.

Depending on the money management program selected, our role may be limited to referring you to a third-party investment advisor and providing you with the account opening documents. We will make such referrals when information provided by you causes us to believe such referrals appear suitable.

Solicitor's Disclosure

For money management programs, where we serve as the solicitor, you will be provided a Solicitor's Disclosure Statement, as required under Rule 206(4)-3 of the Investment Advisers Act. The Solicitor's Disclosure Statement provides, among other things, disclosure regarding the affiliation, if any, between us and the third-party investment advisory firm, the terms of the solicitation agreement between us and the third-party investment adviser (including the amount of compensation to be paid to us for the solicitation), and the additional cost to the client, if any, resulting from the solicitation. As solicitor, we are limited in the services it is authorized to provide and may not take any action that may cause you to believe it renders advisory services for your account on behalf of a third-party investment advisor. When applicable, we may provide certain administrative services for third party investment advisor and may receive administrative service fees for these services. When we act as a solicitor, we will receive a portion of the advisory fees charged by a third-party investment advisor.

Managed Account Solutions (MAS)

This Turnkey Platform account is offered through National Financial and Envestnet and offers four Programs:

- I. Mutual Fund Advisory Program, which is a mutual fund wrap program sub-managed by SIGMA or Wilshire Advisor Solutions. The program invests client's assets in tailored mutual fund and ETF (Exchange Traded Funds) portfolios that include investor profiling, account monitoring, portfolio rebalancing, and performance reporting.
- II. Separate Account Program, which offers access one of over 100 separate account managers representing more than 350 investment disciplines in each account. With a separately managed account the client directly owns the securities in the portfolio and can participate in actively managing the account for tax efficiency.
- III. Multi-Manager Account Program, which allows for the combination of two or more institutional or separate account managers into a single portfolio. This option provides the same benefits of the Separate Account Program but offers diversified asset classes and investments styles in a single account.

For additional information, clients should refer to MAS' Disclosure Brochure.

IV. Advisor-Directed UMA

Advisor-Directed Unified Managed Account (UMA) allows for the combination of mutual funds, ETFs, or separate account managers into a single portfolio. This option provides the same benefits of the Multi-Manager Account Program but offers the advisor and the client the flexibility to choose the mutual funds, ETFs, or Separate Account Managers that fulfill the asset allocation. This program offers multiple asset classes and investment styles in a single account.

For additional information, clients should refer to the MAS Disclosure Brochure.

Furnishes Advice to Clients on Matters Not Involving Securities

We offer financial plans encompassing, but not limited to, the following:

- Personal Financial Planning;
- Insurance and Estate Planning;
- Capital Need Analysis;

- Tax & Cash Flow;
- Retirement Planning;
- Investment Analysis and Planning;
- Education Planning;
- Business Planning; and
- Performance Reports

Financial planning information will be obtained through personal interviews concerning your current financial status, future goals and attitudes towards risk. Related documents that you supplied are carefully reviewed, along with data gathered from you, and a written report is issued.

Seminars and Educational Services

We present financial and investment-related seminars or events to help educate the public and our clients. The seminar materials provide investment-related information that is intended to be educational in nature and to provide seminar participants with information regarding certain investment-related or economic topics. The information contained in the seminar materials is not intended as specific investment advice and does not purport to meet the investment objectives or needs of specific individuals or accounts. All of our seminars or events are presented free of charge.

An individual who attends a seminar is our client for purposes of the seminar only and does not continue to be our client following completion of the seminar unless we subsequently provide additional investment advisory services to the same individual.

We also provide various services to employers or other organizations designed to help educate such organizations, or their employees or members, on general investment or financial issues. These services are educational in nature and are not intended as specific investment advice, nor do such services purport to meet the investment objectives or needs of specific individuals or accounts. The recipient of such services are our clients for purposes of the services only, and do not continue to be our client following completion of the services unless we subsequently provide additional investment advisory services to the same recipient.

401k Pension Consulting Services

401k Pension Consulting consists of assisting employer plan sponsors establish, monitoring and reviewing their company's participant-directed retirement plan. As the

needs of the plan sponsor dictate, areas of advising could include: investment options, plan structure, and participant education.

All 401(k) planning services are non-discretionary accounts and shall be in compliance with the applicable State law(s) regulating the services provided by this Agreement. This section applies to an account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the account is part of a Plan and we accept appointments to provide ACWM's services to such account, ACWM acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in section 1 of this Agreement). Client represents that (i) ACWM's appointment and services are consistent with the Plan documents, (ii) Client has furnished ACWM true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain ACWM. Client further represents that they will promptly furnish ACWM with any amendments to the Plan, and client agrees that, if any amendment affects our rights or obligations, such amendment will be binding on ACWM only with our prior written consent. If the account contains only a part of the assets of the Plan, client understands that ACWM will have no responsibilities for the diversification of all the Plan's investments, and ACWM will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, client will obtain and maintain at their expense bonding that satisfies this requirement and covers ACWM and any of our affiliates.

Item 5 – Fees and Compensation

General Account Characteristics

Described below are general characteristics regarding “other” fees incurred, discretionary authority, payment of fees, and termination of contracts that will affect your account(s). Following these disclosures are descriptions of the accounts or services that we offer, the basic management fee structures and any unique characteristics. For a complete discussion and disclosure regarding any Account’s services or fee structure, we will provide a detailed advisory agreement and/or the third-party investment manager’s Disclosure Brochure and the Form ADV Part 2A, Appendix 1 (wrap fee brochure), as applicable.

Other Fees

Generally, fees for investment advisory accounts are based on a percentage of the market value of assets under management including cash. However, the advisory fee does not cover charges imposed by third parties for investments held in the Account, such as contingent deferred sales charges or 12b-1 trails on mutual funds. In addition, each mutual fund or third-party money manager charges asset management fees, which are in addition to the advisory fees charged by us. The fees charged by such funds or managers are disclosed in each fund’s prospectus or Manager’s Disclosure Brochure. The advisory fee also does not cover debit balances or related margin interest or SEC fees or other fees or taxes required by law. In addition, certain Accounts may require a minimum advisory fee or quarterly maintenance fee that will be detailed in the applicable advisory agreement.

Payment of Fees

For the majority of accounts, fees are payable quarterly in advance, and automatically deducted from the account pursuant to the advisory agreement. If an account is opened in the first or second month of a quarter, it will be charged one fee during its first billing cycle, which will occur during the first full month after the account is established. The fee is prorated for the number of days the account was open based on the start date through the end of the quarter. Our fee will be based on the average daily balance of the account during the first partial month. If an account is opened in the third month of a quarter, it will be charged two fees in its first billing cycle. The first will be for its partial quarter. The second will be for the upcoming full quarter. The fees will be charged on the 15th business day of the first full month, or the first month of the next quarter. Going forward, our fees

are calculated at the end of the quarter and charged during the first month of the quarter based on the average daily balance of the account, for the last month of the preceding quarter. Additional deposits of funds and/or securities will be subjected to the same billing procedures.

Certain accounts fees are payable monthly in advance and automatically deducted from the account pursuant to the advisory agreement. The account will be billed for the first partial month and the first full month during the first full month. Our fees are calculated based on the average daily balance during the first partial month. Going forward, all monthly fees will be charged in the current month based on the prior month's average daily balance.

Certain third-party managers may calculate their fees based on quarter ending balances or some other method which will be disclosed in the applicable Disclosure Brochure, Wrap Brochure, and advisory agreement provided to you.

Termination of Contracts

The advisory agreement may be terminated by either party at any time by written notice. Fees paid in advance will be prorated to the date of termination and any unearned portion of the fee will be refunded to you.

We provide the Form ADV Part 2 to you and prospective clients more than 48 hours prior to entering into an advisory contract. In the event the disclosure brochure is not delivered until entry into the contract, you will have the right to terminate the contract without penalty within five (5) business days after entering into the contract.

Thereafter, certain accounts may impose an early termination fee, which will be identified in the applicable advisory agreement. If the account is closed after five business days, but within the first year, you may be charged an early termination fee to cover the administrative costs of establishing the account. The fee will be based on the number of trades placed on behalf of the account the quarter in which the account is closed. If the account is closed during the first quarter, the termination fee will be \$25 multiplied by the number of transactions in the account. If the account is closed during the second quarter, the termination fee will be \$20 multiplied by the number of transactions in the account. If the account is closed during the third quarter, the termination fee will be \$15 multiplied by the number of transactions in the account. If the account is closed in the fourth quarter,

the termination fee will be \$10 multiplied by the number of transactions in the account. A termination fee will not be charged if no services were rendered or no trades were placed.

Detailed information on the termination terms and fees can be found in the applicable advisory agreement.

Fee-Based Advisor Managed Accounts

1. Apex Account

The Apex Account has no minimum account size and advisory fees are negotiable. The basic asset-based fee schedule for the Apex Account is as follows:

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$ 0 - \$ 150,000	2.75%
\$ 150,001 - \$ 500,000	2.25%
\$ 500,001 - \$1,000,000	1.75%
\$1,000,001 - \$2,000,000	1.50%
\$2,000,001 - \$3,000,000	1.35%

In addition to the advisory fee, accounts are assessed transaction charges. These transaction charges may be higher or lower than transaction charges or commissions you may pay at other broker-dealers. All transactions are subject to postage and handling fees. Transaction charges are reduced and simplified. The current Apex transaction schedule is detailed in the Apex Advisory Agreement.

2. Pinnacle Account

The Pinnacle Account has a negotiable \$150,000 account size minimum and advisory fees are negotiable. Advisory Fees may be slightly higher as compared to an Apex account of similar size and complexity. The basic asset-based fee schedule for the Pinnacle Account is as follows:

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$ 150,000 - \$ 500,000	2.75%
\$ 500,001 - \$1,000,000	2.25%
\$1,000,001 - \$2,000,000	1.75%
\$2,000,001 - \$3,000,000	1.50%

There are no transaction charges assessed to you in the Pinnacle Account. An early termination fee, as described previously, will be charged for accounts open less than one (1) year. For more detail on the Pinnacle Account please reference its Wrap Brochure.

Third-Party Managed Accounts

Private Managed Account (“PMA”) Programs

You pay us a quarterly fee for its services based on a percentage of the value of your account. The fee will be tiered based upon the value of your account. The RIA fee for each type of account is negotiable; however, the third-party manager’s fee may or may not be negotiated. In addition, minimum account balances may be required by the third-party manager. Specific account information regarding these fees and other possible restrictions are disclosed in the PMA agreement, and applicable Wrap Brochure. The basic PMA fees schedule is as follows (it should be noted that this schedule identifies the range of possible fees and it would be unusual for an account to be charged the maximum fee in each category):

Range of Fees	Portfolio Management (Annual Fee)
RIA Fee	.0% - 1.80%
3 rd Party Money Manager Fee	.10% - 1.50%
Brokerage/Clearing/Custody Fee	.03% - .35%
Total Fee Range	.13% - 2.75%

Due to the administrative complexity of these types of accounts, an early termination fee may be charged, as previously described, if an account is closed within one (1) year.

Any minimum account sizes are disclosed in the applicable PMA agreement and Wrap Brochure.

Furnishes Advice to Clients on Matters Not Involving Securities

For a full written financial plan, we may charge a flat fee up to \$3,000 unless agreed upon between us, which will be quoted prior to the contract being executed. The fee for this service will be determined according to the complexity of the plan as well as the extent of service you desire. An estimated fee will be given upon contracting with you. Fees may be negotiable. Fees may also be charged on an hourly rate up to \$250 per hour.

Fees are paid upon completion of the plan or the services unless agreed upon the between us. If you choose to pay a retainer and a refund is due to you, fees will be refunded on a prorated basis. If the prorated fees are in excess of the retainer paid, we will provide you with a billing statement noting the time and costs incurred, the retainer previously paid and the amount remaining due. The contract may be terminated by either party upon 30 days written notice. We will, upon your written request, refund fees prorated

to the amount of work completed. If you terminate the contract within five (5) business days of signing the contract shall be provided a full refund.

A conflict of interest may exist between us. You are under no obligation to act on our recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect the transactions through our associated person when such person is employed as an agent of Triad, a licensed broker dealer.

Fee for 401k Pension Consulting Services

Compensation for services is an asset-based fee or flat fee paid on a set schedule to cover services provided to the Plan. Fees are negotiated on a case by case basis with a minimum of .25% and a maximum of 1%. All fees charged for the services shall either be deducted from the Plan's account or paid by the Named Fiduciary or Plan within 30 days of receipt of notice. Any fees that remain unpaid for 30 days after receipt of notice may be charged to the Plan.

This Agreement may be terminated by the Named Fiduciary without penalty within five (5) days of the execution date. Thereafter, this Agreement may be terminated by us or the Named Fiduciary at any time upon 60 days' prior written notice. Upon termination, we will deliver a final billing statement for unbilled work performed prior to termination, and the Named Fiduciary will have a period of 30 days within which to deliver payment.

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

We do not charge advisory fees on a share of the capital gains or capital appreciation of the funds or securities in a client account (so-called performance-based fees). Our compensation structure is disclosed in detail in Item 5 above.

Item 7 – Types of Clients

We provide investment advisory services to individuals including high net worth individuals, business owners, corporations, charitable organizations, and pension and profit sharing plans. Although we do not impose a minimum account value, the third-party money managers may require a minimum account size based on the product selected.

- I. Pinnacle Account: \$150,000
- II. Managed Account Solutions
 - a. Mutual Fund Advisory Program: \$50,000
 - b. Sigma Mutual Fund Strategist: \$50,000
 - c. Wilshire Advisor Solutions: \$10,000, \$25,000, \$50,000
 - d. Separate Account Program: \$100,000
 - e. Multi-Manager Account Program: \$250,000
 - f. Advisor-Directed Unified Managed Account: \$150,000
 - g. Private Managed Account
 - i. Advisors Asset Management: \$250,000 (Equities & Tactical), \$500,000 (Fixed Income)
 - ii. Crossmark Global Investments: \$100,000 (Global Equity & LCCG), \$150,000 (Balanced Core), \$200,000 (Current/Fixed Income), \$250,000 (Covered Call Income)
 - iii. City National Rochdale: \$1,000,000
 - iv. Horizon Investment Services: \$150,000 (SRIs), \$250,000
 - v. Innealta Capital: \$100,000 (all others), \$250,000 (Moderate & Growth), \$400,000 (Conservative)
 - vi. Aurora Investment Counsel: \$250,000

- vii. LTAM: \$10,000 (MFs), \$75,000 (ETFs), \$100,000 (Specialty), \$250,000 (individual securities)
- viii. Lindner Capital Advisors, Inc.: \$100,000

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

As described in Item 4 above, our investment strategies may include long term and short-term buy and hold, short sales, margin transactions, and option strategies. Our IARs may actively trade option contracts or on margin for client's accounts, which could result in a high portfolio turnover ratio. Additionally, the use of margin may also result in interest charges as well as all other fees and expenses associated with the security or account involved. We utilize a variety of securities, including but not limited to, equities, bonds, U.S. governments, municipals, mutual funds (including closed-end funds), unit investment trusts (UITs), variable annuities, and variable life insurance. We may also provide investment advice concerning other partnership interests, including, but not limited to, real estate, oil and gas, equipment leasing and other business or industry.

We may provide advice on Exchange Traded Funds ("ETFs") and structured products such as REITs, Equity and Index Notes. Structured products are a special class of financial instruments that can offer a greater flexibility and customization than traditional investment vehicles. ETFs are baskets of securities that are traded like individual stocks, which can be purchased or sold throughout the day. Structured Products, which can be designed to meet specific investment objectives such as principal protection or income, are generally characterized by a return that is derived from the performance of an underlying asset class such as fixed income, equity, foreign exchange, commodities, or a combination of asset classes. Please contact your IAR for more detailed information about these and all investment options we offer.

In determining the investment advice to give to you, we may utilize charting to determine trends and project future values. In a fundamental analysis, we analyze the financial statements and health of a business, its management and competitive advantages, and its competitors and markets but usually focusing on growth or value (or sometimes a combination of both) to determine if such security meets your needs and objectives. We will take into consideration when making investment decisions the stages of the business during a given point in time. We may also perform a security analysis discipline, known as a technical analysis, in forecasting the direction of prices through the study of past market data, primarily price and volume.

There are inherent risks involved for each investment strategy or method of analysis we use and the particular type of security we recommend. Investing in securities involves risk of loss which you should be prepared to bear.

Item 9 – Disciplinary Information

We do not have any legal, financial or other “disciplinary” item to report. We are obligated to disclose any disciplinary event that would be material to you when evaluating us to initiate a Client / Adviser relationship, or to continue a Client /Adviser relationship with us.

Item 10 – Other Financial Industry Activities and Affiliations

Neither ACWM nor any of our management persons (except as disclosed below) are registered, or have an application pending to register as a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor or as an associated person of the foregoing entities.

In addition, neither ACWM nor any of our management persons have any relationship or arrangement that is material to our advisory business or to our clients that we or any of our management persons have with any related person that is, under common control and ownership, a:

- Broker-dealer, municipal securities dealer, or government securities dealer or broker,
- Investment company or other pooled investment vehicle,
- Other investment adviser or financial planner,
- Futures commission merchant (or commodity pool operator or commodity trading advisor),
- Accountant or accounting firm,
- Lawyer or law firm,
- Insurance company or agency,
- Pension consultant,
- Real estate broker or dealer or
- Sponsor or syndicator of limited partnerships.

However, Thomas F. Quinn and our IARs are registered representatives of Triad, a registered broker dealer with FINRA/SIPC and various regulatory agencies. We may also recommend other advisers to manage your assets. Any compensation arrangements or other business relationships between the advisory firms are described in detail in items 4 and 5 above.

Triad is also a licensed SEC investment adviser. Activities listed and commissions earned are independent from and in addition to those of ACWM.

Triad is a wholly owned subsidiary of Ladenburg Thalmann Financial Services (LTFS). Ladenburg Thalmann Asset Management and Investacorp Advisory Services are SEC registered investment advisors and are wholly owned subsidiaries of LTFS. Triad is also affiliated with Ladenburg Thalmann & Co. (“LTCL,”), and Investacorp, Inc. full service broker-dealers registered with the SEC, FINRA and various state regulatory agencies.

The above affiliation may be considered material; however, we are not affiliated with Triad.

Certain IARs are licensed to sell life and annuity insurance products through Triad Insurance, Inc, (a wholly owned subsidiary of Triad), and various other companies. Triad Insurance, Inc., as well as the appropriately licensed IARs, will receive compensation for the sale of such products. You are under no obligation to purchase insurance products through any particular insurance agency or IAR and may effect any such transactions where you desire.

We, through our relationship with Triad, have entered into an arrangement with Ash Brokerage, LLC (“Ash”), who is in the business of brokering transactions, (such transactions hereinafter referred to as “Life Settlements”), involving the sale of existing life insurance policies by the policy owner (hereinafter referred to as “Seller”) to a funding entity. Ash will give Triad access to its Life Settlement methods practices, procedures, and materials related to its business. Triad desires to solicit applications for Life Settlements from prospective Sellers identified and contacted by Triad.

We shall refer to Ash Applicants who are interested in entering into Life Settlements. Each Applicant we refer, regarding Life Settlement services, shall complete and execute such documents as Ash may from time to time require for the purpose of facilitating Life Settlements. Further, in performing our obligations under this agreement, we shall comply with all rules, regulations, instructions, procedures and guidelines (collectively, the “Instructions”) as may be amended from time to time in writing by Ash.

We shall (a) solicit the purchase of existing life insurance policies (“Policies”) from appropriate Sellers, (b) with respect to any policy presented to Ash hereunder, promptly complete and deliver to Ash an application for brokerage of a Life Settlement (in the form prescribed by Ash) (“Application”), medical records, authorizations and such other information as Ash may require in connection with evaluating the Seller, his or her Policy and terms of a Life Settlement transaction, and (c) comply with the Instructions and complete such reasonable educational requirements as may be promulgated by Ash from time to time.

We will receive compensation for policies sold by Ash for each client exclusively referred by us to Ash. Commissions shall be earned only after a sale is closed, client receives his/her settlement payment, and all applicable rescission periods have expired.

We are 100% owned by American Community Bank & Trust; a private and state registered bank which in turn is 100% owned by American Community Financial, Inc., a financial services holding company. Registered representatives of ACWM may be located in branches of American Community Bank & Trust, and customers of American Community Bank & Trust, may be clients of ACWM. Clients will be informed of conflicts or disclosures including that investments made through us are not our obligations or the bank and are not federally insured by the FDIC, The Federal Reserve Board or any other government agency.

These individuals may spend as much as 50% of their time with Triad and as agents of various insurance companies. Other individuals may spend between 90% - 95% of their time with our parent company, or as little as 5% of their time with our parent company.

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

Our firm has adopted a written Code of Ethics in compliance with SEC Rule 204A-1 under the Investment Advisers Act of 1940 (as amended—the Advisers Act) and in compliance with state regulations. All employees of ACWM are deemed by the Advisers Act to be supervised persons¹ and are therefore subject to this Code of Ethics. In carrying on its daily affairs, ACWM and all of our associated persons shall act in a fair, lawful and ethical manner, in accordance with the rules and regulations imposed by our governing regulatory authority. The Code of Ethics sets forth standards of conduct and requires compliance with state securities laws. Our Code of Ethics also addresses personal trading and requires our personnel to report their personal securities holdings and transactions to the chief compliance officer of the firm.

We have created a Code of Ethics which establishes standards and procedures for the detection and prevention of certain conflicts of interest including activities by which persons having knowledge of the investments and investment intentions of ACWM might take advantage of that knowledge for their own benefit. We have in place Ethics Rules (the “Rules”), which are comprised of the Code of Ethics and Insider Trading policies and procedures. The Rules are designed to ensure that our personnel (i) observe applicable legal (including compliance with applicable state and federal securities laws) and ethical standards in the performance of their duties; (ii) at all times place your interests first; (iii) disclose all actual or potential conflicts; (iv) adhere to the highest standards of loyalty, candor and care in all matters relating to its clients; (v) conduct all personal trading consistent with the Rules and in such a manner as to avoid any actual or potential conflict of interest or any abuse of their position of trust and responsibility; and (vi) not use any material non-public information in securities trading. The Rules also establish policies regarding other matters such as outside employment, the giving or receiving of gifts, and safeguarding portfolio holdings information.

Under the general prohibitions of the Rules, our personnel may not: 1) effect securities transactions while in the possession of material, non-public information; 2) disclose such information to others; 3) participate in fraudulent conduct involving securities held or to be acquired by any client; and 4) engage in frequent trading activities that create or may

¹ Supervised person means any partner, officer, director (or other person occupying a similar status or performing similar functions), or employee of an investment adviser, or other person who provides investment advice on behalf of the investment adviser and is subject to the supervision and control of the investment adviser.

create a conflict of interest, limit their ability to perform their job duties, or violate any provision of the Rules.

Our personnel are required to conduct their personal investment activities in a manner that we believe is not detrimental to its advisory clients. Our personnel are not permitted to transact in securities except under circumstances specified in the Code of Ethics. The policy requires all Access Persons² to report all personal transactions in securities not otherwise exempt under the policy. All reportable transactions are reviewed for compliance with the Code of Ethics. The Ethics Rules are available to you and prospective clients from upon request. In the event that you request a copy of our Code of Ethics, we will furnish to you a copy within a reasonable period of time at your current address of record.

We do not, nor does a related person recommend to you, or buy or sell for your accounts, securities in which we (or a related person) have a material financial interest.

It is our policy not to permit related persons (or certain of their relatives) to trade in a manner that takes advantage of price movements that may be caused by clients' transactions.

On occasion, we, or any of our officers or directors or related persons may buy or sell securities that are recommended to clients. Furthermore, our IARs may buy or sell for their own accounts, securities that are also held by you. Conversely, they may buy and sell securities for client accounts which they themselves may own. Such transactions are permitted if in compliance with our Policy on Personal Securities Transactions. Reports of personal transactions in securities by our IARs are reviewed by the firm's Compliance Department quarterly or more frequently if required.

To prevent conflicts of interest, all of our employees must comply with ACWM's written supervisory procedure, which imposes restrictions on the purchase or sales of securities for their own account and the accounts of certain related persons.

The written supervisory procedures require prior clearance and quarterly reports on all personal securities transactions, except transactions in investment company securities and/or other exempt transactions. Further, such written supervisory procedures impose certain policies and procedures concerning the misuse of material non-public information

² Access person means any of your supervised persons who has access to nonpublic information regarding any clients' purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund, or who is involved in making securities recommendations to clients, or who has access to such recommendations that are nonpublic. If providing investment advice is your primary business, all of your directors, officers and partners are presumed to be access persons.

that are designed to prevent insider trading by any officer, partner or related person of ACWM.

If you choose, you may implement investment advisory recommendations by utilizing the IAR's status as registered representatives of Triad. As registered representatives, our related persons can sell securities to any client for commissions. This could present a potential conflict of interest as the related persons could receive fees and commissions if you choose to implement recommendations of the related persons in their capacity as registered representatives.

Neither we, nor does a related person, recommend securities to you, or buy or sell securities for your accounts, at or about the same time that we (or a related person) buy or sell the same securities for our own (or the related person's own) account.

We do not execute transactions on a principal or agency cross basis.

Item 12 – Brokerage Practices

Our IARs, in their capacity as registered representatives of Triad, may recommend Triad's broker-dealer services to clients who have or are utilizing our advisory services. The primary factor for selecting them and determining the reasonableness of their commissions is their services. The level of their commissions is reasonable without considering the extra services. However, because of our relationship with Triad, all securities transactions are processed through Triad consequently we cannot assure best execution of those securities transactions. In seeking best execution, the determinative factor is not always the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for the client's account transactions. Additionally, this would present a conflict of interest to the extent that our related persons could receive commissions for effecting securities transactions through Triad.

You are free to implement advisory recommendations through any firm and are under no obligation to purchase or sell securities through us. We do not warrant or represent that commissions for transactions implemented through us will be lower than commission available if you were to use another brokerage firm. We believe, however, that the overall level of services and support we provide to you outweighs the potentially lower transaction cost available under other brokerage arrangements.

You may direct us to use a particular broker-dealer or impose guidelines on the amount of investments on a particular company, industry, asset class, or geographical area. When you elect to use a particular broker-dealer for your account, we may not be able to obtain the best available price or execution, or otherwise freely negotiate transaction terms that may be more favorable to you with this or other brokers-dealers. In addition, directed brokerage arrangements may result in you foregoing potential benefits we may obtain for its other clients by, for example, aggregating ("batched") trades. We may simultaneously enter orders to purchase or sell the same securities for the account of two or more clients. It is our practice that these orders be "batched" for ease of execution.

Since there may be several prices at which the securities transactions are executed, the orders were entered as one order for all accounts. It is our practice to treat all subject accounts equally, averaging the execution prices of the related trades and applying the average price to each transaction and account. Allocations of "batched" trades also may be rounded up or rounded down to avoid odd lot or small holdings in any client account.

We do not receive research or products or services from a broker-dealer or a third party in connection with client securities transactions (“soft dollars benefits”) that it would consider a factor in utilizing a particular broker-dealer. However, we receive certain services and products, such as fundamental research reports, technical and portfolio analyses, pricing services, economic forecasting and general market information, historical data base information and computer software that assist in our investment management process, from its custodian. Nonetheless, when selecting a particular broker for execution of your transactions, we will seek to obtain most favorable terms under the circumstances by considering such factors as: price, execution capability, reliability, responsiveness, financial responsibility, and the value of any products or services provided by such brokers.

We do not consider whether we or a related person receive client referrals from a broker-dealer or third party in selecting or recommending broker-dealers to our clients. Additionally, we do not routinely recommend, request or require that a client direct us to execute transactions through a specified broker-dealer.

Administrative Trade Errors:

From time-to-time we may make an error in submitting a trade order on your behalf. Trading errors may include a number of situations, such as:

- The wrong security is bought or sold for a client;
- A security is bought instead of sold;
- A transaction is executed for the wrong account,
- Securities transactions are completed for a client that had a restriction on such security; or
- Securities are allocated to the wrong accounts.

When this occurs, we may place a correcting trade with the broker-dealer which has custody of your account. If an investment gain results from the corrective action, the gain will remain in your account unless it is legally not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons). If a loss occurs due to our administrative trade error, we are responsible and will pay for the loss to ensure that you are made whole.

Note: To limit the respective administrative expenses and burden of processing small trade errors, it should be noted some custodians (at their own discretion) may elect not to invoice us if the trade error involves a de minimis dollar amount (usually less than

\$100). Generally, if related trade errors result in both gains and losses in your account, they may be netted.

Item 13 – Review of Accounts

REVIEWS: Accounts are reviewed at least annually. Reviews of investment accounts typically look at portfolio consistency with regards to your risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. Any third-party money manager to whom the IAR recommends for advisory services provides regular written quarterly account report to you and the IAR. Reviews also consist of covering account holdings, transactions, charges, and performance as provided on such statements and other account reports. Also, if you receive financial planning advice reviews are made on the same schedule. Reviews cover progress toward financial independence, anticipated distributions toward family legacy goals, anticipated distributions for social capital or charitable goals, as well as other goals communicated by you. In either type of review, accounts will also be reviewed upon notice of changes in your circumstances.

REVIEWERS: Accounts are primarily reviewed by your IAR. In addition, our compliance program includes the periodic review of a sample of customer accounts for consistency with your risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. Our compliance department consists of two employees who assist in these reviews. There is no minimum number of accounts assigned for the reviewer.

You are provided with written monthly or quarterly account statements from the custodian, depending on the activity in the account. Written reports include details of your holdings, asset allocation, and other transaction information. Comparisons to market indices and account performance may be used to evaluate account performance in review with you.

You are encouraged to review all reports from us or private money managers and compare them against reports received from the independent custodian that services your advisory account. You should immediately inform us of any discrepancy noted between the custodian records and the reports you receive from us or the private money manager.

Item 14 – Client Referrals and Other Compensation

We do not receive an economic benefit from a non-client for providing investment advice or other advisory services to our clients. We do not have any arrangement under which we, or a related person, directly or indirectly compensate any person, who is not our supervised person for client referrals. However, we have any arrangement under which we, or a related person, directly or indirectly receive compensation from another for client referrals. Refer to items 4 and 5 above for details of our arrangements under which we provide compensation for client referrals including the compensation structure.

Our associated persons, in their capacity as registered representatives of Triad, may receive commissions earned on securities transactions directed through same. Any such fee arrangements shall be fully disclosed to clients. In connection with the placement of client funds into investment companies, compensation may take the form of front-end sales charges, redemption fees and 12(b)-1 fees or a combination thereof. The prospectus for the investment company will give explicit detail as to the method and form of compensation.

Item 15 – Custody

ACWM is deemed to have custody of client funds or securities as a result of the advisory fee deduction authority granted by clients in our investment advisory agreements and in certain asset movement authorizations granted to ACWM. We may be granted written authority by you to deduct the periodic advisory fee directly from client accounts that are held at a qualified custodian. We may also be granted authority by you, through a written Standing Letters of Authorization (“SLOA”) to direct the qualified custodian to transfer assets between related and unrelated accounts as well as to transfer assets to third parties. The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow.

The qualified custodian will send to you, at least quarterly, an account statement identifying the amount of funds and each security in the account at the end of period and setting forth all transactions in the account during that period including the amount of advisory fees paid directly to us and any asset transfers pursuant to a SLOA. You are encouraged to review these reports regularly and to contact us if you have questions or concerns. Please contact us immediately if you do not receive a statement from the qualified custodian at least quarterly.

Item 16 – Investment Discretion

We do not accept discretionary authority to manage securities accounts on your behalf. Specifically, we do not have discretionary authority to determine which securities to buy or sell on your behalf, determine the amount of securities to be bought or sold on your behalf, the broker or dealer in which to execute such securities transactions, and determine what transaction fee rate shall be paid on your behalf. The transactions fees set forth by the broker/dealers are standard, and we do not affect or influence in any way the amounts they charge.

In managing investment portfolio, we act in a manner in keeping with what we understand and believe to be in your best interest.

Item 17 – Voting Client Securities (i.e., Proxy Voting)

Proxy Voting

We do not accept or have the authority to vote client securities. We will not be deemed to have proxy voting authority solely as a result of providing advice or information about a particular proxy vote to you. You will receive proxies or other solicitations directly from your custodian or a transfer agent. You should contact your custodian or a transfer agent with questions about a particular solicitation.

Class Actions

From time to time securities held in your portfolio may be the subject of class action litigation. The decision regarding whether to file a proof of claim in a class action settlement is a question involving legal judgment. We do not instruct or give advice to you on whether or not to participate as a member of class action lawsuits and will not automatically file claims on your behalf. If you request additional assistance, we will provide any transaction information pertaining to your account that may be helpful and/or needed in order for you or your custodian to file a proof of claim in a class action.

Item 18 – Financial Information

We have no financial condition that is reasonably likely to impair our ability to meet contractual commitments to you given that we do not have custody of client funds or securities or require or solicit prepayment of fees in excess of \$500 per client and six months or more in advance. In addition, we are not currently, nor at any time in the past ten years been the subject of a bankruptcy petition.

Item 19 – Requirements for State-Registered Advisers

Each of our principal executive officers and management persons, identified as Thomas F. Quinn, CFP®, AIF®, Manager/Chief Compliance Officer (CRD #4699031), and Kevin G. Noonan, CFP®, AIF®, Manager (CRD #4389991) will provide the Form ADV Part 2B Supplements which describes their formal education and business background including any business in which they are actively engaged (other than giving investment advice) and the approximate amount of time spent on that business.

We do not, nor do any of our supervised persons receive performance-based fees compensation for advisory services.

We do not, nor do any of our management persons, have any legal, financial or other “disciplinary” items to report.

We do not, nor do any of our management persons, have any relationship or arrangement with any issuer of securities that is not listed in Item 10 of this Brochure.