

STEPHEN L. SMITH CORP.

Registered Investment Advisor

_____, 2021

Welch Board of Education
Independent School District No. 17
Craig County, Oklahoma

Members:

1. **Scope of Services.** In connection with your proposed issuance of General Obligation Bonds (the "Issue" or the "Bonds") for the purpose of financing improvements and/or additions to the facilities of your School District, we hereby agree to perform the following Financial Advisory services:

A. We shall prepare a Financial Analysis of the School District which shall include a survey of the financial resources of the School District and contain a determination of the borrowing capacity of the School District. This shall encompass an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt and tax structure of all levels of government involved. On the basis of the information thus developed, we shall devise a financing program to fund the proposed improvements which shall be complete as to the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.

B. In instances where publicly available information material is desired, we shall assist the School District in the preparation and furnishing of informational material in the form of news media articles, brochures, and any other such material desired by the School District for the purpose of outlining the various phases of the program in order that the general public will be well versed on all aspects of the project, including the needs of the School District, the proposed program of improvements, and the cost of providing such improvements. If desired, we shall also attend public meetings to explain the financing program to interested individuals.

C. We shall assist in the creation, gathering, organization and presentation of all services and legal documents (in conjunction with legal counsel), including notices and agendas, resolutions, proclamations, and election board canvasses, necessary for the proper calling and holding of the election and sale of the Issue.

D. Upon approval of the Issue by the voters of the School District, we shall undertake the following tasks:

i. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be

expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.

ii. We shall advise the Board of Education respecting the Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest payment arrangement, interest rate limitations, and other pertinent details.

iii. We shall advise the client respecting a Preliminary or Final Official Statement (the "OS") that describes the Issue, including material information as to the security of the Issue, the School District, the community and other pertinent details. You shall provide us with true, accurate and complete information for use in and the preparation of the OS.

iv. We shall advise the client respecting a uniform bid form to prevent deviation by any bidders when such deviation would be costly to the issuing body.

v. If it is advantageous to do so, we shall assemble for presentation to national and state rating agencies, the financial and economic data necessary to attempt to obtain a rating on the bonds.

vi. We shall have a representative of our firm present at the sale of the bonds to aid the Board of Education in the tabulation and comparison of bids. We shall advise the Board of Education as to the bond market conditions at the time of sale and the advisability of accepting or rejecting the bids submitted.

vii. Assuming that a favorable interest rate is received and accepted by the Board of Education, we shall then proceed to take all steps necessary to expedite the preparation of the final Transcript of Proceedings, to receive approval of the Transcript of Proceedings by the Attorney General of the State of Oklahoma, and to achieve delivery of the Bonds to the purchaser.

viii. We shall supervise the printing and delivery of the actual bond certificates to the commercial bank acting as Registrar of the bond issue for the purposes of registration.

ix. We shall supervise and co-ordinate final delivery of the bond certificates to the purchaser and delivery of the bond proceeds to the School District by the most expeditious means available, whether by wire transfer, direct deposit or mail.

2. **Limitations on Scope of Services.** The services provided hereunder are limited solely to those described herein and do not include tax, legal, accounting or engineering services.

3. **Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that we make a reasonable inquiry as to the facts that are relevant to the client's determination whether to proceed with a course of action or that form the basis for and advice provided to the client. The rule also requires that we undertake a reasonable investigation to determine that we are not basing any recommendation on materially inaccurate or incomplete information. We are also required under the rule to use reasonable diligence to know the essential facts about the client and the authority of each person acting on the client's behalf.

Accordingly, you agree to cooperate, and to cause your agents to cooperate, with us in carrying out these regulatory duties, including providing to us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seek to have us provide advice with regard to any recommendation made by a third party, you will provide to us written directions as well as any information you have received from such third party relating to its recommendation.

4. **Term of this Engagement.** The term of this engagement begins on the Effective Date, which shall be the date you sign this Agreement, and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. The hold harmless provisions in section 6 continue in force after the termination.

5. **Compensation.**

A. Fees. For the above services, you agree to pay us for an Issue a fee of:

- 1.75% of the first \$100,000 issued; plus
- 1.50% of the second \$100,000 issued; plus
- 1.25% of the third \$100,000 issued; plus
- 1.00% of all over \$300,000 issued;

With a minimum fee of \$7,500.00.

In the event the Bonds are sold in more than one series, the above fee schedule shall apply to each separate series of bonds. [cumulative]

If the School District is located in multiple counties, there is a \$100.00 charge for each additional county.

B. Expenses. In addition to the above mentioned fee, you agree to reimburse us for the following expenses:

i. All expenses associated with the conduct of the bond election not borne directly by the School District.

ii. All expenses associated with the production, distribution and dissemination of informational materials relating to the bond issue.

iii. All expenses associated with the production, printing and distribution of the OS.

iv. All expenses associated with the printing and delivery of actual bond certificates to the purchaser.

C. Certain expenses will be billed directly to you including the expenses of the County Election Board associated with the printing of ballots and the conduct of the election.

D. The above specified fee and reimbursable expenses shall be billed upon approval of the Issue by the Attorney General of the State of Oklahoma, and shall be payable upon delivery of the Bonds to the specified purchaser, and receipt of bond proceeds by the School District. In the event the bond election fails, the School District shall not be obligated to us for our services rendered to that time, but shall be obligated to reimburse us for direct, out of pocket expenses incurred by us on behalf of the School District with respect to the calling, holding and conduct of the bond election. Furthermore, if the election is held and fails, and the Board of Education calls another election within one year from that date, this Agreement shall remain in full force and effect for the fiscal year 2021-2022.

6. **Hold Harmless.** Financial Adviser and any of its associated persons shall not be subject to liability for any act or omission in the course of, or connected with, Financial Adviser's performance of this Agreement in the absence of willful misfeasance, bad faith or gross negligence or reckless disregard by Financial Adviser of its obligations under this Agreement. In the event of a dispute under this Agreement, Financial Adviser shall not be liable for special or consequential damages. No recourse shall be had against the Financial Adviser for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.

7. **Required Disclosures.** MSRB Rule G-42 requires that the Financial Adviser, as a Municipal Advisor under the Federal Securities Laws, provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Disclosure Statement delivered to Client together with this Agreement.

8. **Assignment.** This Agreement shall not be assigned (as the term is defined in the Investment Adviser's Act of 1940) by either party without the consent of the non-assigning party which consent shall not be unreasonably withheld. For purposes of determining Client consent in the event of an assignment, Financial Adviser shall send written notice of the assignment. If Client does not object in writing within thirty (30) days of sending of such notice, Client shall be deemed to have consented to the assignment.

9. **Dispute Resolution.** Any dispute between the parties to this agreement regarding the terms of this agreement, the financing, the performance of a party under this agreement or in any way related to or arising from this agreement or the relationship created by this agreement shall be resolved by arbitration under the rules of the American Arbitration Association ("AAA"). Any dispute concerning the question of whether a dispute is subject to arbitration shall be resolved by arbitration. The arbitration shall be conducted by a single arbitrator selected from the AAA panel

of arbitrators and shall be held in Tulsa County, Oklahoma. The decision by the arbitrator may be confirmed by any court in Oklahoma with jurisdiction over the parties. The parties shall bear their own expenses and fees in connection with any arbitration.

10. **Form ADV.** The School District hereby acknowledges receipt of the Financial Advisor's Form ADV, Part 2A & 2B as required under State and Federal laws.

11. **Applicable Law; Severability.** This Agreement shall be construed and given effect in accordance with the laws of OKLAHOMA. If any provision in this Agreement is invalid or unenforceable by appropriate authority under the laws of any jurisdiction applicable to this Agreement, this Agreement shall continue in full force and effect as if such provision were omitted, unless such omission would substantially impair the rights or benefits of either party, and, to that extent, the provision of this Agreement shall be deemed to be severable.

13. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the right herein granted and obligations is herein assumed. this Agreement may not be amended, supplemented or modified except by the by means of a written instrument executed by both parties.

14. **No Third Party Beneficiaries.** This agreement is made solely for benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigned, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15. **Authority.** Each of the parties represent and warrant that they have the respective power and authority to enter into this Agreement on behalf of the parties hereto by action of the Board of Education on the _____ day of _____, 2021.

16. **Counterparts.** This Agreement may be executed in multiple counterparts each of which will constitute a complete agreement.

Respectfully submitted,

STEPHEN L. SMITH CORPORATION

By: 
Andrew B. Davis

ACCEPTED AND AGREED _____ day of _____, 2021.

President, Board of Education ✓

(SEAL) ✓

Clerk, Board of Education ✓

**DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **Stephen L. Smith Corporation** (referred to herein as "Municipal Advisor" and, at times, "Financial Advisor") to **Welch Public Schools** (the "Client") in connection with the Engagement Letter dated _____, 2021 (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that Municipal Advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the Municipal Advisor, Municipal Advisors are required to provide a written statement to that effect.

General Mitigations – As general mitigations of Municipal Advisor's conflicts, with respect to compensation-based conflict disclosed below, Municipal Advisor mitigates such conflict through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. Municipal Advisor's municipal advisory supervisory structure, supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Material Conflicts of Interest: Compensation-Based Conflict

The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that Municipal Advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the Municipal Advisor or the integrity of the Municipal Advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: June 5, 2018

Stephen L. Smith Corp.

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Stephen L. Smith Corp.. If you have any questions about the contents of this brochure, please contact us at (918) 296-9980 or by email at: jordan@stephenlsmith.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Stephen L. Smith Corp. is also available on the SEC's website at www.adviserinfo.sec.gov. Stephen L. Smith Corp.'s CRD number is: 116459

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Registration does not imply a certain level of skill or training.

Version Date: 03/18/2021

Item 2: Material Changes

There are no material changes in this brochure from the last annual updating amendment of Stephen L. Smith Corp. on 03/06/2020. Material changes relate to Stephen L. Smith Corp. policies, practices or conflicts of interests only.

Item 3: Table of Contents

Item 1: Cover Page	
Item 2: Material Changes	i
Item 3: Table of Contents	ii
Item 4: Advisory Business.....	1
A. Description of the Advisory Firm.....	1
B. Types of Advisory Services.....	1
Financial Consulting Services.....	1
Services Limited to Specific Types of Investments	1
C. Client Tailored Services and Client Imposed Restrictions.....	2
D. Wrap Fee Programs.....	2
E. Amounts Under Management	2
Item 5: Fees and Compensation.....	2
A. Fee Schedule.....	2
Financial Consulting Services Fees.....	2
B. Payment of Fees.....	3
Payment of Financial Consulting Fees.....	3
C. Clients Are Responsible For Third Party Fees.....	3
D. Prepayment of Fees.....	3
E. Outside Compensation For the Sale of Securities to Clients.....	3
Item 6: Performance-Based Fees and Side-By-Side Management.....	3
Item 7: Types of Clients.....	3
Minimum Account Size.....	3
Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss.....	4
A. Methods of Analysis and Investment Strategies.....	4
Methods of Analysis	4
Investment Strategies.....	4
B. Material Risks Involved.....	4
Methods of Analysis	4
Investment Strategies.....	4
C. Risks of Specific Securities Utilized.....	4
Item 9: Disciplinary Information.....	4
A. Criminal or Civil Actions	4
B. Administrative Proceedings.....	5
C. Self-regulatory Organization (SRO) Proceedings	5
Item 10: Other Financial Industry Activities and Affiliations.....	5
A. Registration as a Broker/Dealer or Broker/Dealer Representative	5
B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor	5

C.	Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests.....	5
D.	Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections.....	5
Item 11:	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	6
A.	Code of Ethics.....	6
B.	Recommendations Involving Material Financial Interests.....	6
C.	Investing Personal Money in the Same Securities as Clients.....	6
D.	Trading Securities At/Around the Same Time as Clients' Securities.....	6
Item 12:	Brokerage Practices.....	6
A.	Factors Used to Select Custodians and/or Broker/Dealers.....	6
1.	Research and Other Soft-Dollar Benefits.....	6
2.	Brokerage for Client Referrals.....	7
3.	Clients Directing Which Broker/Dealer/Custodian to Use.....	7
B.	Aggregating (Block) Trading for Multiple Client Accounts.....	7
Item 13:	Reviews of Accounts.....	7
A.	Frequency and Nature of Periodic Reviews and Who Makes Those Reviews.....	7
B.	Factors That Will Trigger a Non-Periodic Review of Client Accounts.....	7
C.	Content and Frequency of Regular Reports Provided to Clients.....	7
Item 14:	Client Referrals and Other Compensation.....	8
A.	Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes).....	8
B.	Compensation to Non – Advisory Personnel for Client Referrals.....	8
Item 15:	Custody.....	8
Item 16:	Investment Discretion.....	8
Item 17:	Voting Client Securities (Proxy Voting).....	8
Item 18:	Financial Information.....	8
A.	Balance Sheet.....	8
B.	Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients.....	9
C.	Bankruptcy Petitions in Previous Ten Years.....	9
Item 19:	Requirements For State Registered Advisers.....	9
A.	Principal Executive Officers and Management Persons; Their Formal Education and Business Background.....	9
B.	Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any).....	9
C.	How Performance-based Fees are Calculated and Degree of Risk to Clients.....	9
D.	Material Disciplinary Disclosures for Management Persons of this Firm.....	9
E.	Material Relationships That Management Persons Have With Issuers of Securities (If Any).....	10

Item 4: Advisory Business

A. Description of the Advisory Firm

Stephen L. Smith Corp. is a Corporation organized in the state of Oklahoma. The firm was formed in June of 1989. As of August, 2010, the principal owners are Jordan G. Smith and Andrew B. Davis.

B. Types of Advisory Services

Stephen L. Smith Corp. (hereinafter "SLSC") offers the following services to advisory clients:

Financial Consulting Services

SLSC provides financial consulting services based on a percentage of debt issued. The financial consulting services include designing and structuring the repayment schedules for public debt obligations, managing paperwork, timing and funding. SLSC provides services to the following types of clients; to political subdivisions of the state of Oklahoma; to public trusts whose beneficiaries are political subdivisions of the state of Oklahoma; and to public trusts whose beneficiaries are political subdivisions of the state of Oklahoma with respect to the issuance of debt instruments by such entities.

SLSC provides the following services to assist their clients in achieving cost effective methods of financing that fit with the client's overall goals and resources:

- Financial review and analysis of existing resources, obligations and limitations including the proposed financing
- Assist the Issuer in communicating the various details and information relating to the proposed financing, to the Issuer's respective board, patrons and staff.
- Assist in the creation, gathering and presentation of all documentation and financial information relating to the proposed financing.
- Assist the Issuer in finding prospective funding sources including the dissemination of all appropriate paperwork, Official Statements and bid forms.
- Advise the Issuer of either accepting or rejecting any funding proposals received including information relating to current market conditions, estimated projections.

Services Limited to Specific Types of Investments

SLSC limits its consulting services to government securities and public trust.

C. Client Tailored Services and Client Imposed Restrictions

SLSC offers the same suite of services to all of its clients. Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent SLSC from properly servicing the client account, or if the restrictions would require SLSC to deviate from its standard suite of services, SLSC reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. SLSC does not participate in any wrap fee programs.

E. Amounts Under Management

SLSC does not manage assets under management as of December 2020.

Item 5: Fees and Compensation

A. Fee Schedule

Financial Consulting Services Fees

Total Debt Issues	Annual Fee
First \$100,000	1.75%
Second \$100,000	1.50%
Third \$100,000	1.25%
Above \$300,000	1.00%
Minimum fee of \$7,500	

These fees are negotiable depending upon the needs and complexity of the situation. Fees are collected arrears for the services. Because fees are charged in arrears, no refund policy is necessary. Clients may terminate their accounts without penalty within 5 business days of signing the contract with SLSC.

B. Payment of Fees

Payment of Financial Consulting Fees

Consulting fees are paid only upon the clients' receipt of funding. Fees are paid via check, wire transfer or ACH in arrears. Because fees are charged in arrears, no refund is necessary.

C. Clients Are Responsible For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. registrar and paying agent fees, election cost, printing and dissemination of the Prospectus, legal opinions of the Attorney General and/or Bond Counsel, etc.). Those fees are separate and distinct from the fees and expenses charged by SLSC.

D. Prepayment of Fees

SLSC collects its fees in arrears only upon the clients' receipt of funding. It does not collect fees in advance.

E. Outside Compensation For the Sale of Securities to Clients

Neither SLSC nor its supervised persons accept any outside compensation for the sale of securities or other investment products.

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

SLSC does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

SLSC provides consulting services to the following types of clients:

- ❖ State or Municipal Government Entities and Public Trust

Minimum Account Size

There is no account minimum.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Our methods of analysis include using state and local public records including records from Treasurers, Assessors, Issuer's audits and budgets. SLSC will use information relating to other municipal projects as well.

Investment Strategies

SLSC uses long term and short term strategies to accomplish client projects.

B. Material Risks Involved

Methods of Analysis

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

Investment Strategies

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

C. Risks of Specific Securities Utilized

SLSC and/or its supervised person do not provide investment advice or direction regarding client investments. Therefore SLSC does not have any information to provide regarding this item.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither SLSC nor its representatives are registered as or have pending applications to become a broker/dealer or as representatives of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither SLSC nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

SLSC is a registered municipal advisor. Standard Capital Finance, LLC ("SCF") is under common ownership with SLSC. SCF provides lease processing services and management of commercial rental properties owned by SCF. Work relating to SCF accounts for less than 5% of time spent during business hours. Under no circumstances are clients charged a fee by both SLSC and SCF for the same transaction.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

SLSC does not utilize nor select other advisers or third party managers. All client accounts are managed by SLSC management.

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

A. Code of Ethics

SLSC has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

SLSC does not recommend that clients buy or sell any security in which a related person to SLSC or SLSC has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

Neither SLSC nor its representatives are allowed to purchase securities issued by its clients

D. Trading Securities At/Around the Same Time as Clients' Securities

Neither SLSC nor its representatives are allowed to trade securities issued by its clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

SLSC does not provide investment supervisory services to clients and consequently does not recommend custodian or broker/dealers to clients.

1. *Research and Other Soft-Dollar Benefits*

SLSC receives no research, product, or services in connection with client securities transactions ("soft dollar benefits").

2. *Brokerage for Client Referrals*

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

3. *Clients Directing Which Broker/Dealer/Custodian to Use*

SLSC allows clients to direct brokerage. SLSC may be unable to achieve most favorable execution of client transactions if clients choose to direct brokerage.

B. Aggregating (Block) Trading for Multiple Client Accounts

SLSC has no information regarding Aggregate (Block) Trading. SLSC does not conduct trades or provide advice or direction regarding client investments

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed at least annually by Jordan G. Smith and/or Andrew B. Davis. All accounts at SLSC are assigned to these reviewers.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least annually from the Registrar/Paying Agent, a written report that details the client's account including assets held and asset value which will come from the Registrar/Paying Agent.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

SLSC does not receive any economic benefit, directly or indirectly from any third party for advice rendered to SLSC clients.

B. Compensation to Non - Advisory Personnel for Client Referrals

SLSC does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

SLSC does not take custody of client accounts at any time. Therefore SLSC does not have any information to provide regarding this item.

Item 16: Investment Discretion

SLSC does not have discretion over client accounts at any time.

Item 17: Voting Client Securities (Proxy Voting)

SLSC will not ask for, nor accept voting authority for client securities.

Item 18: Financial Information

A. Balance Sheet

SLSC does not require nor solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither SLSC nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

SLSC has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

SLSC currently has only two management persons/executive officers; Jordan G. Smith and Andrew B. Davis. Their education and business background can be found on the Supplemental ADV Part 2B forms.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Jordan G. Smith and Andrew B. Davis's other business activities can be found on the Supplemental ADV Part 2B form.

C. How Performance-based Fees are Calculated and Degree of Risk to Clients

SLSC does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

No management person at SLSC or SLSC has been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding that is material to the client's evaluation of the firm or its management.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

SLSC and/or its supervised persons represent the Issuer of Securities. SLSC and/or its supervised persons do not provide investment advice or direction regarding client investments.

This brochure supplement provides information about Andrew Brian Davis that supplements the Stephen L. Smith Corp. brochure. You should have received a copy of that brochure. Please contact Andrew Brian Davis, Managing Member if you did not receive Stephen L. Smith Corp.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Andrew Brian Davis is also available on the SEC's website at www.adviserinfo.sec.gov.

Stephen L. Smith Corp.

Form ADV Part 2B – Individual Disclosure Brochure

for

Andrew Brian Davis

Personal CRD Number: 4634378

Investment Adviser Representative

Stephen L. Smith Corp.
531 East "A" Street, Suite 301
Jenks, Oklahoma, 74037
(918) 296-9980
andy@stephenlsmith.com

UPDATED: 02/27/2019

Item 2: Educational Background and Business Experience

Name: Andrew Brian Davis **Born:** 1980

Education Background and Professional Designations:

Education:

BS Mathematics, Oklahoma Wesleyan University - 2002

Business Background:

2010 - Present	Managing Member Stephen L. Smith Corp.
2008 - 2010	Vice President Stephen L. Smith Corp.
2002 - 2008	Assistant Vice President Stephen L. Smith Corp.

Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business.

Item 4: Other Business Activities

Andrew Brian Davis is a managing member of Standard Capital Finance, LLC ("SCF"). SCF provides lease processing services and management of commercial rental properties owned by SCF.

Item 5: Additional Compensation

Other than salary, annual bonuses, or regular bonuses, Andrew Brian Davis does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Stephen L. Smith Corp.

Item 6: Supervision

As Managing Member of Stephen L. Smith Corp., Andrew Brian Davis works closely with Jordan G. Smith, who supervises all duties and activities of the firm. Jordan Smith's phone number is (918) 296-9980.

Item 7: Requirements For State Registered Advisers

This disclosure is required by Oklahoma securities authorities and is provided for your use in evaluating this investment advisor representative's suitability.

- A. Andrew Brian Davis has NOT been involved in any of the events listed below.
1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
 2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
- B. Andrew Brian Davis has NOT been the subject of a bankruptcy petition in the past ten years.

This brochure supplement provides information about Jordan G. Smith that supplements the Stephen L. Smith Corp. brochure. You should have received a copy of that brochure. Please contact Jordan G. Smith, Managing Member/CCO if you did not receive Stephen L. Smith Corp.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Jordan G. Smith is also available on the SEC's website at www.adviserinfo.sec.gov.

Stephen L. Smith Corp.

Form ADV Part 2B – Individual Disclosure Brochure

for

Jordan G. Smith

Personal CRD Number: 4634226

Investment Adviser Representative

Stephen L. Smith Corp.
531 East "A" Street, Suite 301
Jenks, Oklahoma, 74037
(918) 296-9980
jordan@stephenlsmith.com

UPDATED: 3/22/2014

Item 2: Educational Background and Business Experience

Name: Jordan G. Smith **Born:** 1979

Education Background and Professional Designations:

Education:

BA Business Administration, Harding University - 2002

Business Background:

2010 - Present	Managing Member & CCO Stephen L. Smith Corp.
2008 - 2010	Vice President & CCO Stephen L. Smith Corp.
2003 - 2008	Assistant Vice President Stephen L. Smith Corp.

Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business.

Item 4: Other Business Activities

Jordan G. Smith is a managing member of Standard Capital Finance, LLC ("SCF"). SCF provides lease processing services and management of commercial rental properties owned by SCF.

Item 5: Additional Compensation

Other than salary, annual bonuses, or regular bonuses, Jordan G. Smith does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Stephen L. Smith Corp.

Item 6: Supervision

As the Managing Member and CCO of Stephen L. Smith Corp., Jordan G. Smith supervises all duties and activities of the firm. Jordan G. Smith's phone number is (918) 296-9980.

Item 7: Requirements For State Registered Advisers

This disclosure is required by Oklahoma securities authorities and is provided for your use in evaluating this investment advisor representative's suitability.

- A. Jordan G. Smith has **NOT** been involved in any of the events listed below.
1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
 2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) an investment or an investment-related business or activity;
 - b) fraud, false statement(s), or omissions;
 - c) theft, embezzlement, or other wrongful taking of property;
 - d) bribery, forgery, counterfeiting, or extortion; or
 - e) dishonest, unfair, or unethical practices.
- B. Jordan G. Smith has **NOT** been the subject of a bankruptcy petition in the past ten years.