

Amy V. Smith Wealth Management, LLC

161 Fort Evans Road, NE
Suite 345
Leesburg, VA 20176

Phone: (703) 669-5022
Fax: (540) 301-0015

Website: www.amysmithwealthmanagement.com
Email: amy.v.smith@raymondjames.com

May 16, 2014

FORM ADV PART 2

BROCHURE

This Brochure provides information about the qualifications and business practices of Amy V. Smith Wealth Management, LLC. If you have any questions about the contents of this Brochure, please contact the Firm at (703) 669-5022. 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 Amy V. Smith Wealth Management, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Amy V. Smith Wealth Management, LLC is 156151. The searchable CRD number for Amy V. Smith, the firm's sole investment adviser representative, is 2004409.

Amy V. Smith Wealth Management, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment dated March 1, 2013, we have amended this disclosure brochure to reflect the following:

- The *Advisory Business* section of this disclosure brochure has been amended to disclose that our firm provides Pension Consulting Services. Please see Item 4 for further information.
- The *Advisory Business* section has been amended to reflect changes in the Raymond James Financial Services Advisors, Inc. IMPAC Program.

Raymond James *may* make pro rata fee adjustments on individual additions or withdrawals of \$100,000 or greater made to fee-based advisory accounts - at the same rate as other assets in the account. Please see Item 4 of this Disclosure Brochure for further information.

Raymond James has amended its fees schedule for *Processing Fees*. Please see Item 4 of this Disclosure Brochure for further information.

Item 3 Table of Contents

Item 1 Cover Page	Page 1
Item 2 Summary of Material Changes	Page 2
Item 3 Table of Contents	Page 3
Item 4 Advisory Business	Page 4
Item 5 Fees and Compensation	Page 9
Item 6 Performance-Based Fees and Side-By-Side Management	Page 9
Item 7 Types of Clients	Page 9
Item 8 Methods of Analysis, Investment Strategies and Risk of Loss	Page 10
Item 9 Disciplinary Information	Page 12
Item 10 Other Financial Industry Activities and Affiliations	Page 12
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	Page 13
Item 12 Brokerage Practices	Page 13
Item 13 Review of Accounts	Page 14
Item 14 Client Referrals and Other Compensation	Page 15
Item 15 Custody	Page 15
Item 16 Investment Discretion	Page 15
Item 17 Voting Client Securities	Page 15
Item 18 Financial Information	Page 15
Item 19 Requirements for State Registered Advisers	Page 16
Item 20 Additional Information	Page 16

Item 4 Advisory Business

Description of Services and Fees

Amy V. Smith Wealth Management, LLC is a registered investment adviser primarily based in Leesburg, Virginia. The Firm is organized as a limited liability company under the laws of the State of Virginia. The Firm has been providing investment advisory services since 2011. Amy V. Smith is the firm's principal owner. Currently, the Firm offers the following investment advisory services, which are personalized to each individual client:

- **Financial Planning Services**
- **Asset Management Services**
- **Pension Consulting Services**

The following paragraphs describe the Firm's services and fees. Please refer to the description of each investment advisory service listed below for information on how the Firm tailors its advisory services to your individual needs. As used in this Brochure, the words "she" or "the Firm" refers to Amy V. Smith or Amy V. Smith Wealth Management, LLC, respectively. Amy V. Smith is the sole investment adviser representative of Amy V. Smith Management, LLC. Additionally, the words "you", "your" and "client" refer to you as either a client or prospective client of the Firm. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, the Firm's Associated Person is Amy V. Smith.

Financial Planning Services

The Firm provides financial planning services in accordance with your individual investment objectives. Financial planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. The process typically begins with a complimentary introduction meeting during which the various services the Firm provides are explained. If you decide to engage the Firm for investment advisory services, Amy v. Smith will collect pertinent information about your personal and financial circumstances and objectives. As required, she will conduct follow-up interviews for the purpose of reviewing and/or collecting additional financial data. Prior to proceeding, she will work with you to determine the scope of the services to be provided.

Dependent upon the scope of the services to be performed by the Firm, the process may involve fact gathering, compiling, and analyzing of your liquidity needs, personal needs, cash flow, risk tolerance, insurance needs and other financial related information relevant to understanding your unique investment circumstances. Once Ms. Smith has reviewed and analyzed your information, she will provide recommendations to you verbally or in the form of a written financial plan that is designed to help you achieve your stated financial goals and objectives.

Financial plans are based on your financial situation at the time the plan is presented to you, and on financial information you provide to the Firm. Past performance is in no way an indication of future performance. The Firm cannot offer any guarantees or promises that your financial goals and objectives will be met. You must promptly notify the Firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on the Firm's financial planning recommendations. Should you choose to act on any of the Firm's recommendations, you are not obligated to implement the financial plan through any persons associated with the Firm. Moreover, you may act on the Firm's recommendations by placing securities transactions with any brokerage firm.

The Firm's fees for financial planning services consist of an hourly fee. Currently, hourly fees are set at \$200 per hour. Generally, the Firm requires payment of one-half of the financial planning/consulting fee upon entering into the agreement for services. The remaining balance is due and payable upon delivery of the financial plan or completion of the agreed upon services. Under no circumstances will the Firm require prepayment of a fee more than six months in advance and in excess of \$500.

The type and amount of the fees charged will be negotiated on a case-by-case basis, and are based on the complexity of your financial situation and the scope of services to be provided. An estimate of the total cost will be determined at the start of the advisory relationship. *In limited circumstances*, the cost/time could potentially exceed the initial estimate. In such cases, the Firm will notify you and may request that you pay an additional fee.

If you request a review and/or update to your financial plan, either on a one-time or ongoing basis, the Firm may ask you to sign a new agreement or an addendum to your existing agreement. Fees for reviews and updates will be negotiated on a case-by-case basis and may be waived at the Firm's sole discretion.

Either party may terminate the agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that the Firm has not yet earned, you will receive a prorated refund of those fees.

Asset Management Services

The Firm, Amy V. Smith Wealth Management, LLC, provides investment advisory supervisory services under the following programs:

Investment Management Program for Advisory Clients (IMPAC)

Investment Management Program for Advisory Clients ("IMPAC") The Investment Management Program for Advisory Clients ("IMPAC") is a fee-based account, offered and administered through Raymond James Financial Services Advisors, Inc. ("RJFSA"), which offers you, on a non-discretionary basis (or discretionary, provided certain qualifications are met), the ability to pay an advisory fee on the assets in your account and a nominal transaction charge in lieu of a commission for each transaction. The advisory fees for IMPAC Accounts are as follows:

Account Value	Total Fee
First \$200,000	1.75%
Next \$300,000	1.50%
Next \$4,500,000	1.00%
Over \$5,000,000	1.00% and Negotiable

The annual asset-based fee is paid quarterly in advance or arrears, as outlined in the Investment Advisory Agreement. For accounts billed in advance, the asset-based fee is billed when the account is opened for the remainder of the current billing period, prorated the following and quarter and is based on the initial contribution. Thereafter, the quarterly asset-based fee is paid in advance, is based on the account asset value on the last business day of the previous calendar quarter, and becomes due the following business day. For accounts billed in arrears, the asset-based fee is calculated on the account asset value on the last business day of the quarter for the previous quarter. Client authorizes and directs Raymond James and Associates ("RJA"), an affiliate, as Custodian to deduct asset-based fees from the Client's account; Client further authorizes and directs the Custodian to send a quarterly statement to the Client which shows all amounts disbursed from Client's account, including fees paid to

the Firm. Client understands that the brokerage statement will show the amount of the asset-based fee, the value of the assets on which the fee was based, and the specific manner in which the fee was calculated.

Additionally, there is a nominal Processing Fee for the execution of each trade, as follows:

Security Type	Processing Fee
Exchange Traded Equities: Listed and OTC (common & preferred)	\$9.95
Open End Mutual Funds (applicable to purchases only)*	
Participating Funds	Waived
Partner Funds	\$30.00
Non-Partner Funds	\$40.00
Closed End and Exchange Traded Funds	\$9.95
Real Estate Investment Trusts / Unit Investment Trusts	\$9.95
Options Contracts	\$30.00
Bonds: Government, Corporate, Municipal and Mortgage-Backed	\$30.00

*Select fund companies have agreed to pay administrative fees to Raymond James in consideration for Raymond James' waiver of the \$30 Processing Fee assessed on certain Passport Account mutual fund purchases ("Participating Funds"). Select fund companies have agreed to pay marketing service and support fees to Raymond James ("Partner Funds"). "Non- Partner Funds" do not participate in Raymond James's Education and Marketing Support program. Effective May 5, 2014, the above Processing Fees will be applied to purchases of Partner and Non-Partner Funds. ERISA Plan and SIMLPE IRA accounts will be charged \$30 for Partner and Non-Partner Fund purchases. Please note that funds may change their Participating, Partner or Non-Partner status at any time, so please consult with your financial advisor to verify their status periodically. Please refer to the "Client Referrals and Other Compensation" section for additional information regarding Participating Funds and Partner Funds.

In addition to the foregoing transaction charge, the Client will incur a charge in the amount of \$5.95 per transaction for handling charges. The Client may also incur charges for other account services provided by RJA (Raymond James and Associates) not directly related to the execution and clearing of transactions including, but not limited to, IRA custodial fees, safekeeping fees, interest charges on margin loans, and fees for legal or courtesy transfers of securities.

Neither our firm nor the Investment Adviser Representative assigned to your account will share in any Processing Fee. Processing Fees are not commissions, but are to defray the expenses incurred in facilitating the execution and clearing of Client's portfolio transactions. The actual expense incurred by RJFS for any given transaction may be less than or greater than the Processing Fee. Additionally, you understand that no-load funds may be transacted directly with the sponsoring fund organization with no Processing or Advisory Fee. The Processing Fees set forth above include all execution charges except (1) certain dealer-markups and odd lot differentials, transfer taxes, exchange fees mandated by the Securities Exchange Act of 1934 and any other charges imposed by law with regard to any transactions in the account; and (2) offering concessions and related fees for purchases of public offerings of securities as more fully disclosed in the prospectus.

If cash or securities, or a combination thereof, amounting to at least \$100,000 are deposited to or withdrawn from your account on an individual business day, Raymond James may: (i) assess asset-based fees based on the value of the assets on the date of deposit for the pro rata number of days remaining in the quarter, or (ii) refund prepaid asset-based fees based on the value of the assets on

the date of withdrawal for the pro rata number of days remaining in the quarter. Notwithstanding the above \$100,000 adjustment threshold, Raymond James reserves the right, in its sole discretion, to process or not process fee adjustments when the source and destination of deposits and withdrawals involve a client's other fee-based advisory accounts.

The Investment Management Agreement may be terminated by the Client or the Firm at any time upon providing written notice pursuant to the provisions of the Investment Management Agreement. There is no penalty for terminating the Client's account. Upon termination, the Client will receive a refund of the portion of the prepaid asset-based fee which is not utilized for accounts billed in advance. For accounts billed in arrears, the Client may be charged a fee pursuant to the number of days the account was managed for the current quarter. The Firm will not accept instructions to terminate the Agreement unless such instructions are provided in writing by Client.

There is a minimum investment of \$25,000 for IMPAC accounts.

Billing on Cash Balances

Raymond James generally assesses advisory fees on cash sweep balances ("cash") held in Passport and IMPAC accounts, provided the cash balance does not exceed 20% of the total Account Value. If the cash balance is greater than 20% of the Account Value as of the last business day of the quarter (the "valuation date"), Raymond James will bill on the full cash balance provided cash did not comprise greater than 20% of the billable Account Value for three consecutive quarterly valuation dates. If the cash balance exceeded 20% of the cash balance for three consecutive quarterly valuation dates, the amount in excess of 20% is excluded from billing. For example, a Passport or IMPAC account that held 30% of the Account Value for three consecutive billing valuation dates (March 31st, June 30th and September 30th) would have the amount in excess of 20% excluded from the Account Value in which advisory fees are applied. For simplicity of illustration, assuming an account was valued at \$100,000 for all three quarterly billing periods, with \$30,000 held in cash, the September 30th valuation date would exclude \$10,000 of the cash from the Account Value when assessing the advisory fee. If you participate in the IMPAC program and have one or more related accounts, you may request the 20% threshold be applied to the aggregate household cash value for fee purposes, not to each individual account as is done in Passport. This fee billing provision (or "Cash Rule") is intended to equitably assess advisory fees to your assets for which an ongoing advisory service is being provided, and the exclusion of excess cash from the advisory fee is intended to benefit your holding substantial cash balances (as a percentage of the total individual account value) for an extended period of time. However, this provision may pose a financial disincentive to your IAR, as cash will not be included in the asset-based fee charged to the account. This may cause your IAR to reallocate (in a discretionary account) or advise you to reallocate (in a non-discretionary account) your account from cash to advisory fee eligible investments in order to avoid the application of this provision and therefore receive a fee on the full asset value in your account(s).

The aforementioned Cash Rule is applicable only to cash sweep balances and, therefore, non-sweep money market investments would not result in excess "cash" balances being excluded from the asset-based advisory fee calculation. As a result, non-sweep money market mutual fund investments are generally prohibited as an investment option in fee-based accounts. However, certain money market mutual funds may be approved as an investment option, but will be designated as Administrative-Only assets as long as those investments are held in a fee-based account. Neither RJFSA nor your IAR will receive fee-based compensation on these investments, but may receive compensation in the form of a 12(b)-1 fee or trail. Please contact your IAR for additional information.

The potential fees that a client of Amy V. Smith Wealth Management may be assessed when implementing an investment plan include a maximum 1.75% fee for asset management, \$30 or \$50 advisory account transaction fees, depending upon the investment, and financial planning fees of subject to an hourly rate of \$200. Other fees may include an annual retainer fee, mutual fund 12b(1) fees, and incidental account maintenance fees applied to some accounts by the broker dealer.

Pension Consulting Services

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as: Diversification; Asset allocation; Risk tolerance; and Time horizon. Our educational seminars may include other investment-related topics specific to the particular plan. We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services), shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Our advisory fee for these customized services is based on a percentage of plan assets under advisement and is set forth in the following fee schedule:

Amount of Plan Assets	Total Fee
First \$200,000	1.75%
Next \$300,000	1.50%
Next \$4,500,000	1.00%
Over \$5,000,000	1.00% and Negotiable

The payment arrangements for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis. Either party to the pension consulting agreement may terminate the agreement upon 30-days' written notice to the other party. The pension consulting fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to the client.

Types of Investments

The Firm offers advice on equity securities, certificates of deposit, municipal securities, investment company securities, and interest in partnerships investing in real estate, among others. Additionally, the Firm may recommend other types of investments since each client has different needs and different tolerances for risk. The Firm may also advise you on any type of investment held in your portfolio at the inception of the advisory relationship, or on specific types of investments at your request.

You may request that the Firm refrain from investing in particular securities or certain types of securities. You must provide these restrictions to the Firm in writing.

Assets Under Management

As of February 5, 2014, we manage \$35,198,650 in client assets on a non-discretionary basis.