Item 1. Cover Page for Part 2A of
Form ADV: Firm Brochure

Dated 03/30/2026

PEAK WEALTH ADVISORS, INC.
1493 HIGUERA STREET
SAN LUIS OBISPO, CA 93401

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This brochure provides information about the qualifications and business practices of Peak Wealth Advisors, Inc. If you have any questions about the contents of this brochure, please contact by telephone at (888) 231-3262 or email at helen@peakwealth.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 Peak Wealth Advisors, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Please note that the use of the term "registered investment adviser" and description of Peak Wealth Advisors, Inc. and/or our associates as "registered" does not imply a certain level of skill or training. You are encouraged to review this Brochure and Brochure Supplements for our firm's associates who advise you for more information on the qualifications of our firm and our employees.

Item 2. Material Changes

Peak Wealth Advisors, Inc. is required to advise you of any material changes to our Firm Brochure ("Brochure") from our last annual update, identify those changes on the cover page of our Brochure or on the page immediately following the cover page, or in a separate communication accompanying our Brochure. We must state clearly that we are discussing only material changes since the last annual update of our Brochure, and we must provide the date of the last annual update of our Brochure. Please note that we do not have to provide this information to a client or prospective client who has not received a previous version of our brochure.

Since the last annual amendment filed on 03/31/2025 there have been no material changes made.

Item 3. Table of Contents

Section: Page(s):

Item 4. Advisory Business

We specialize in the following types of services: Asset Management, Financial Planning, 401(k) Asset Management. All material conflicts of interest under CCR Section 260.238(k) are disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

A. Description of our advisory firm, including how long we have been in business and our principal owner(s)[1].

With our 40 years combined experience in the investment advisory industry, we are dedicated to providing individuals and other types of clients with a wide array of investment advisory and financial planning services. Our firm is a corporation formed in the State of California. Our firm has been in business as an investment adviser since 2009 and is owned as follows:

Donald H. Ramirez – Fifty-percent owner

Helen P. Sipsas – Fifty-percent owner

B. Description of the types of advisory services we offer.

The purpose of this Brochure is to disclose the conflicts of interest associated with the investment transactions, compensation and any other matters related to investment decisions made by our firm or its representatives. As a fiduciary, it is our duty to always act in the client's best interest. This is accomplished in part by knowing our client. Our firm has established a service-oriented advisory practice with open lines of communication for many different types of clients to help meet their financial goals while remaining sensitive to risk tolerance and time horizons. Working with clients to understand their investment objectives while educating them about our process, facilitates the kind of working relationship we value.

All material conflicts of interest under CCR Section 260.238 (k) are disclosed below regarding our firm, our representatives or our employees, which could be reasonably expected to impair the rendering of unbiased and objective advice. To comply with CCR Section 260.238(j), we disclose that lower fees for comparable services may be available from other sources.

(i) Portfolio Management:

We emphasize continuous and regular account supervision and may create a portfolio, consisting of individual stocks or bonds; exchange traded funds, mutual funds and other securities for asset management Clients. Our investment strategy will be tailored to the individual needs of the Client. Each portfolio will be initially designed to meet a particular investment goal, which we will determine to be suitable with regard to the Client's circumstances. Once the appropriate portfolio

has been determined, we will review the portfolio at least quarterly and if necessary, rebalance the portfolio based upon the Client's individual needs, stated goals and objectives. However, each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

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[1] Please note that: (1) For purposes of this item, our principal owners include the persons we list as owning 25% or more of our firm on Schedule A of Part 1A of Form ADV (Ownership Codes C, D or E). (2) If we are a publicly held company without a 25% shareholder, we simply need to disclose that we are publicly held. (3) If an individual or company owns 25% or more of our firm through subsidiaries, we must identify the individual or parent company and intermediate subsidiaries. If we are a state-registered adviser, on Form ADV Part 2A Page 2, we must identify all intermediate subsidiaries. If we are an SEC-registered adviser, we must identify intermediate subsidiaries that are publicly held, but not other intermediate subsidiaries.

Our fees shall be based on the market value of the assets under management and shall be calculated according to the schedule below:

Assets Under Management	Annual Advisory Fee
$0 - $250,000	1.50%
$250,000.01 - $500,000	1.30%
$500,000.01 - $1,000,000	1.00%
$1,000,000.01 - $3,000,000	0.80%
$3,000,000.01 - $5,000,000	0.60%
Balances over $5,000,000	0.50%

The maximum annual fee charged for this service will not exceed 1.50%. These annual fees shall be negotiable in certain cases and be pro-rated and paid quarterly in advance based on the ending value of the account on the last day of the prior quarter. Variances in account ending balances may occur, due to but not limited to: dividends, money-market accruals, unposted transaction fees, and extraordinary fees which may lead to a difference in fees on closing balances. No increase in the annual fee shall be effective without prior written consent from the Client. The first advisory fee is based on the value of the account on the first day of management by Adviser and is payable within one month after execution of the agreement. Our firm bills on cash unless indicated otherwise in writing. The first advisory fee will be assessed on a pro-rata basis taking into account the time for which the account was not managed by Adviser and the time left in the quarter. As part of this process, Clients understand the following:

a) LPL as the client's custodian sends statements at least quarterly, showing all disbursements for each account, including the amount of the advisory fees paid to our firm;
b) Clients provide authorization permitting LPL to deduct these fees;
c) LPL calculates the advisory fees for all fee schedules and deducts them from the client's account.

The first advisory fee is based on the value of the account on the first day of management by Adviser and is payable within one month after execution of the agreement. The first advisory fee will be assessed on a pro-rata basis taking into account the time for which the account was not managed by Adviser and the time left in the quarter.

(ii) 401k Asset Management Services:

401k Asset Management consists of assisting employer plan sponsors establish, monitor and review their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment options, plan structure, participant education.

FEE SCHEDULE: 401k Asset Management Services

Assets under Management	**Annual Advisory Fee**
Any Assets	Maximum 1.50%

Our 401k Asset Management services are billed on the percentage of Plan assets under management. The total estimated fee, as well as the ultimate fee charged, is based on the scope and complexity of our engagement with the client. Fees based on a percentage of managed Plan assets will not exceed 1.50%. The fee-paying arrangements will be determined on a case-by-case basis and will be detailed in the signed consulting agreement.

Our fees shall be based on the market value of the assets under management and shall be calculated according to the schedule below:

Assets Under Management	**Annual Advisory Fee**
$0 - $250,000	1.50%
$250,000.01 - $500,000	1.30%
$500,000.01 - $1,000,000	1.00%
$1,000,000.01 - $3,000,000	0.80%
$3,000,000.01 - $5,000,000	0.60%
Balances over $5,000,000	0.50%

The fee for investment management will be based on the value of the account for the previous quarter and is payable quarterly in advance. These annual fees shall be negotiable in certain cases and be pro-rated and paid quarterly in advance based on the ending value of the account on the last day of the prior quarter. Variances in account ending balances may occur, due to but not limited to: dividends, money-market accruals, unposted transaction fees, and extraordinary fees which may lead to a difference in fees on closing balances. Our firm bills on cash unless indicated otherwise in writing. The first advisory fee is based on the value of the account on the first day of management by Adviser and is payable within one month after execution of the agreement. The first advisory fee will be assessed on a pro-rata basis taking into account the time for which the account was not managed by Adviser and the time left in the quarter.

Fees will be automatically deducted from the account. The custodian sends quarterly statements to Adviser's client showing all disbursements for the custodian account, including the amount of the advisory fees. Clients provide written authorization permitting Adviser to be paid directly for their accounts held by the custodian or trustee. No increase in the annual fee shall be effective without prior written consent from the Client.

In addition to Adviser's advisory fee, the Client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

Our firm may utilize sub-advisory services of a third-party investment advisory firm or individual advisor for 401k Asset Management clients. Before selecting a firm or individual, our firm will ensure that the chosen party is properly licensed or registered. Our firm will not offer advice on any specific securities or other investments in connection with this service.

All 401(k) Asset Management services shall be in compliance with 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 Adviser's services to such Account, Adviser 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) Adviser's appointment and services are consistent with the Plan documents, (ii) Client has furnished Adviser true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain Adviser. Client further represents that he/she/it will promptly furnish Adviser with any amendments to the Plan, and Client agrees that, if any amendment affects our rights or obligations, such amendment will be binding on Adviser only with our prior written consent. If the Account contains only a part of the assets of the Plan, Client understand that Adviser will have no responsibilities for the diversification of all the Plan's investments, and Adviser 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 his/her/its expense bonding that satisfies this requirement and covers Adviser and any of our affiliates.

(iii) Financial Planning and Consulting:

We typically provide a variety of financial planning services, pursuant to a written agreement, to individuals, families and other clients regarding the management of their financial resources based upon an analysis of client's current situation, goals, and objectives. Generally, such financial planning services will involve preparing a financial

plan or rendering a financial consultation for clients based on the client's financial goals and objectives. This planning or consulting may encompass one or more of the following areas: investment planning, retirement planning, estate planning, charitable planning, education planning, and business planning.

The plan developed for or financial consultation rendered to the client will usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the clients begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. We may also refer clients to an accountant, attorney or other specialist. For planning engagements, Adviser provide a written summary of Client's financial situation, observations, and recommendations. For consulting engagements, we may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

FEE SCHEDULE: Financial Planning/Financial Consulting Services

We offer financial planning services on an hourly basis for $300 per hour, which may be negotiable depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship. Our fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, we shall not receive any portion of these commissions, fees, and costs. The hourly fees are determined after considering many factors, such as the level and scope of the services.

We may alternatively charge a negotiable fixed fee ranging from $3,000 to $10,000 for a financial plan, the total of which is dependent upon the level and scope of these services. One half of the total estimated fixed and hourly fees are due and payable at the time the client's agreement is executed, the remainder of the fees are due upon presentation of a plan or the rendering of consulting services. Financial plans will be presented to the clients within 6 months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the clients.

As stated previously, the hourly rate is $300 per hour. In the event that a client should cancel the financial planning agreement under which any plan is being created, the client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in our possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the client within 5 business days of cancellation.

(iv) Tax Preparation

Representatives of our firm are licensed Tax Preparers. In such capacity, they provide income tax preparation services. These services are independent of our financial planning and investment advisory services and are governed under a separate engagement

agreement. Clients have the option of engaging our firm for tax preparation, however, they are under no obligation to do so.

FEE SCHEDULE: Tax Preparation Services

We offer Tax Preparation services on an hourly basis for $300 per hour, which may be negotiable depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship. The hourly fees are determined after considering many factors, such as the level and scope of the tax situation.

C. Explanation of whether (and, if so, how) we tailor our advisory services to the individual needs of *clients,* whether *clients* may impose restrictions on investing in certain securities or types of securities.

(i) Individual Tailoring of Advice to Clients:
We offer individualized investment advice to clients utilizing the following services offered by our firm: Asset Management, Financial Planning, 401(k) Asset Management.

(ii) Ability of Clients to Impose Restrictions on Investing in Certain Securities or Types of Securities:
We normally allow clients to impose reasonable restrictions on investing in certain securities or types of securities in certain cases we do not allow client to impose restrictions due to the level of difficulty this would entail in managing their account.

CI. Participation in *wrap fee programs.*

Our firm does not currently offer or sponsor a Wrap Asset Management Fee Program services. However, we have some Legacy Clients enrolled in the Wrap Asset Management Fee Program services.

CII. Disclosure of the amount of *client* assets we manage on a *discretionary basis* and the amount of *client* assets we manage on a non-*discretionary basis* as of *12/31/2025*

We manage[2] $98,589,179 in client assets, $82,357,202 on a discretionary basis and $16,231,977 on a non-discretionary basis as of 12/31/2025

[2] Please note that our method for computing the amount of "client assets we manage" can be different from the method for computing "assets under management" required for Item 5.F in Part 1A of Form ADV. However, we have chosen to follow the method outlined for Item 5.F in Part 1A of Form ADV. If we decide to use a different method at a later date to compute "client assets we manage," we must keep documentation describing the method we use and inform you of the change. The amount of assets we manage may be disclosed by rounding to the nearest $100,000. Our "as of" date must not be more than three months before the date we last updated our Brochure in response to Item 4.E of Form ADV Part 2A.

Item 5. Fees and Compensation

We are required to describe our brokerage, custody, fees and fund expenses so you will know how much you are charged and by whom for our advisory services provided to you. Our fees are generally not negotiable.

A. Description of how we are compensated for our advisory services provided to you.

Please refer to Item 4.B.

B. Description of whether we deduct fees from *clients*' assets or bill *clients* for fees incurred.

(i) Asset Management:

Fees will generally be automatically deducted from your managed account. Please see item 15A.

(ii) 401k Asset Management Services:

Please refer to Item 4.B. Same client fee structure is used.

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(iii) Financial Planning and Consulting:

We require a retainer of fifty-percent (50%) of the ultimate financial planning or consulting fee with the remainder of the fee directly billed to you and due to us within thirty (30) days of your financial plan being delivered or consultation rendered to you. In all cases, we will not require a retainer exceeding $500 when services cannot be rendered within 6 (six) months.

(vi) Referrals to Third Party Money Managers:

Our firm does not use the services of Third-Party Money Managers. 401k Asset Management services clients may be referred to a third-party money manager.

C. Description of any other types of fees or expenses *clients* may pay in connection with our advisory services, such as custodian fees or mutual fund expenses.

Clients will incur transaction charges for trades executed in their accounts. These transaction fees are separate from our fees and will be disclosed by the firm that the trades are executed through. Also, clients will pay the following separately incurred expenses, which we do not receive any part of: charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses).

Legacy Wrap fee clients will not incur transaction costs for trades. More information about this is disclosed in our separate Wrap Fee Program Brochure.

D. We must disclose if client's advisory fees are due quarterly in advance. Explain how a *client* may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period. Explain how you will determine the amount of the refund.

We charge our advisory fees quarterly in advance. In the event that you wish to terminate our services, we will refund the unearned portion of our advisory fee to you. You need to contact us in writing and state that you wish to terminate our services. Upon receipt of your letter of termination, we will proceed to close out your account and process a pro-rata refund of unearned advisory fees. LPL processes all refund/closing costs.

E. Commissionable securities sales.

We do not sell securities for a commission. In order to sell securities for a commission, we would need to have our associated persons registered with a broker-dealer. We have chosen not to do so.

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

We do not charge performance fees to our clients.

Item 7. Types of Clients and Account Requirements

We have the following types of clients:

- Individuals and High Net Worth Individuals;
- Trusts, Estates or Charitable Organizations;
- Pension and Profit Sharing Plans;
- Corporations, limited liability companies and/or other business types

Our requirements for opening and maintaining accounts or otherwise engaging us:

- We do not require an account minimum for our asset management services.

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

A. Description of the methods of analysis and investment strategies we use in formulating investment advice or managing assets.

Methods of Analysis:

- Fundamental;
- Cyclical.

Investment Strategies we use:

- Long term purchases (securities held at least a year);
- Short term purchases (securities sold within a year);

Please note:

Investing in securities involves risk of loss that *clients* should be prepared to bear. While the stock market may increase and your account(s) could enjoy a gain, it is also possible that the stock market may decrease and your account(s) could suffer a loss. It is important that you understand the risks associated with investing in the stock market, are appropriately diversified in your investments, and ask us any questions you may have.

B. Our practices regarding cash balances in *client* accounts, including whether we invest cash balances for temporary purposes and, if so, how.

We generally invest client's cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, we try to achieve the highest return on our client's cash balances through relatively low-risk conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account so that our firm may debit advisory fees for our services related to asset management.

Item 9. Disciplinary Information

We are required to disclose whether there are legal or disciplinary events that are material to a *client's* or prospective *client's* evaluation of our advisory business or the integrity of our management. There are a number of specific legal and disciplinary events that we must presume are material for this Item. If our advisory firm or a *management person* has been *involved* in one of these events, we must disclose it under this Item for ten years following the date of the event, unless (1) the event was resolved in our or the *management person's* favor, or was reversed, suspended or vacated, or (2) the event is not material. For purposes of calculating this ten-year period, the "date" of an event is the date that the final *order*, judgment, or decree was entered, or the date that any rights of appeal from preliminary *orders*, judgments or decrees lapsed.

The SEC and/or State Regulators have not provided us with an exclusive list of material disciplinary events, which need to be disclosed. If our advisory firm or a *management person* has

been *involved* in a legal or disciplinary event that is not specifically required to be disclosed, but nonetheless is material to a *client's* or prospective *client's* evaluation of our advisory business or the integrity of our management, we must disclose the event. Similarly, even if more than ten years has passed since the date of the event, we must disclose the event if it is so serious that it remains currently material to a *client's* or prospective *client's* evaluation of our firm or management.

We have determined that our firm and management have nothing to disclose under the aforementioned standard.

Item 10. Other Financial Industry Activities and Affiliations

We have no other financial industry activities and affiliations to disclose.

A. Description of 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*[2] listed below. We are required to identify the *related person* and if the relationship or arrangement creates a material conflict of interest with *clients*, describe the nature of the conflict and how we address it.

Our firm has nothing to disclose in this regard.

B. If we recommend or select other investment advisers for our *clients* and we receive compensation directly or indirectly from those advisers, or we have other business relationships with those advisers, we are required to describe these practices and discuss the conflicts of interest these practices create and how we address them.

Our firm does not use the services of Third-Party Money Managers. 401k Asset Management services clients may be referred to a third-party money manager.

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

A. Brief description of our Code of Ethics adopted pursuant to SEC rule 204A-1 and offer to provide a copy of our Code of Ethics to any *client* or prospective *client* upon request.

We recognize that the personal investment transactions of members and employees of our firm demand the application of a high Code of Ethics and require that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, we believe that if investment goals are similar for clients and for members and employees of our firm, it is logical and even desirable that there be common ownership of some securities.

[3] Our **Related Persons** are any ***advisory affiliates*** and any ***person*** that is under common ***control*** with our firm. **Advisory Affiliate:** Our advisory affiliates are (1) all of our officers, partners, or directors (or any ***person*** performing similar functions); (2) all ***persons*** directly or indirectly ***controlling*** or ***controlled*** by us; and (3) all of our current ***employees*** (other than ***employees*** performing only clerical, administrative, support or similar functions). **Person:** A natural person (an individual) or a company. A company includes any partnership, corporation, trust, limited liability company ("LLC"), limited liability partnership ("LLP"), sole proprietorship, or other organization.

Therefore, in order to prevent conflicts of interest, we have in place a set of procedures (including a pre-clearing procedure) with respect to transactions effected by our members, officers and employees for their personal accounts[3]. In order to monitor compliance with our personal trading policy, we have a quarterly securities transaction reporting system for all of our associates.

Furthermore, our firm has established a Code of Ethics which applies to all of our associated persons. An investment adviser is considered a fiduciary. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. We have a fiduciary duty to all clients. Our fiduciary duty is considered the core underlying principle for our Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. We require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with our Code of Ethics. Our firm and supervised persons must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of our Code of Ethics. However, if a client or a potential client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request.

B. If our firm or a *related person* invests in the same securities (or related securities, *e.g.*, warrants, options or futures) that our firm or a *related person* recommends to *clients*, we are required to describe our practice and discuss the conflicts of interest this presents and generally how we address the conflicts that arise in connection with personal trading.

See Item 11A of this Brochure.

C. If our firm or a *related person* recommends securities to *clients*, or buys or sells securities for *client* accounts, at or about the same time that you or a *related person* buys or sells the same securities for our firm's (or the *related person's* own) account, we are required to describe our practice and discuss the conflicts of interest it presents. We are also required to describe generally how we address conflicts that arise.

See Item 11A of this Brochure.

[3] For purposes of the policy, our associate's personal account generally includes any account (a) in the name of our associate, his/her spouse, his/her minor children or other dependents residing in the same household, (b) for which our associate is a trustee or executor, or (c) which our associate controls, including our client accounts which our associate controls and/or a member of his/her household has a direct or indirect beneficial interest in.

Item 12. Brokerage Practices

A. Description of the factors that we consider in selecting or recommending broker-dealers for *client* transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

Our firm has an arrangement with LPL Financial. ("LPL"), member FINRA/SIPC. Under the arrangement with LPL we receive services which include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support our firm in conducting business and in serving the best interests of our clients but that may benefit our firm. It is important to note that all services and/or products are at the expense of our firm. We have no soft dollar arrangements with LPL.

B. Discussion of whether, and under what conditions, we aggregate the purchase or sale of securities for various *client* accounts in quantities sufficient to obtain reduced transaction costs (known as bunching). If we do not bunch orders when we have the opportunity to do so, we are required to explain our practice and describe the costs to *clients* of not bunching.

Our firm does not perform block trades.

C. Disclosure of whether our firm uses soft dollar benefits to service all of our client accounts or only those that paid for the benefits, as well as whether our firm seeks to allocate soft dollar benefits to client accounts proportionately to the soft dollar credits the accounts generate

Refer to Item 12 A. Our firm has nothing to disclose in this regard.

Item 13. Review of Accounts or Financial Plans

A. Review of *client* accounts or financial plans, along with a description of the frequency and nature of our review, and the titles of our *employees* who conduct the review.

We review accounts on at least a quarterly basis for our clients subscribing to the following services: Asset Management, 401(k) Asset Management. The nature of these reviews is to learn whether clients' accounts are in line with their investment objectives, appropriately positioned based on market conditions, and investment policies, if applicable. Only our Financial Advisors will conduct reviews.

Asset Management clients receive reviews of their pension plans for the duration of the Asset Management service. We also provide ongoing services to Asset Management clients where we meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc.

Financial planning clients receive reviews of their written plans in certain circumstances. We do not provide ongoing services to financial planning clients, but are willing to meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc.

B. Review of *client* accounts on other than a periodic basis, along with a description of the factors that trigger a review.

We may review client accounts more frequently than described above. Among the factors which may trigger an off-cycle review are major market or economic events, the client's life events, requests by the client, etc.

C. Description of the content and indication of the frequency of written or verbal regular reports we provide to *clients* regarding their accounts.

We do not provide written reports to clients, unless asked to do so. Verbal reports to clients take place on at least an annual basis when we meet with clients who subscribe to the following services: Comprehensive Portfolio Management, Asset Management, 401(k) Asset Management and Portfolio Monitoring.

As also mentioned in Item 13A of this Brochure, financial planning clients only receive written or verbal updated reports regarding their financial plans in certain circumstances. Clients may separately contract us for a post-financial plan meeting or update to their initial written financial plan.

Item 14. Client Referrals and Other Compensation

A. If someone who is not a *client* provides an economic benefit to our firm for providing investment advice or other advisory services to our *clients*, we must generally describe the arrangement. For purposes of this Item, economic benefits include any sales awards or other prizes.

We have nothing to disclose in this regard.

B. If our firm or a *related person* directly or indirectly compensates any *person* who is not our *employee* for *client* referrals, we are required to describe the arrangement and the compensation.

Our firm does not pay referral fees (non-commission based) to independent solicitors (non-registered representatives) for the referral of their clients to our firm in accordance with relevant state statutes and rules.

Item 15. Custody

A. If we have *custody* of *client* funds or securities and a qualified custodian as defined in SEC rule 206(4)-2 or similar state rules (for example, a broker-dealer or bank) does not send account

statements with respect to those funds or securities directly to our *clients*, we must disclose that we have *custody* and explain the risks that you will face because of this.

State Securities Bureaus generally take the position that any arrangement under which a registered investment adviser is authorized or permitted to withdraw client funds or securities maintained with a custodian upon the adviser's instruction to the custodian is deemed to have custody of client funds and securities. As such, our firm has adopted the following safeguarding procedures:

As such, we have adopted the following safeguarding procedures:

a) LPL as the client's custodian sends statements at least quarterly, showing all disbursements for each account, including the amount of the advisory fees paid to our firm;
b) Clients provide authorization permitting LPL to deduct these fees;
c) LPL calculates the advisory fees for all fee schedules and deducts them from the client's account.

B. If we have *custody* of *client* funds or securities and a qualified custodian sends quarterly, or more frequent, account statements directly to our *clients*, we are required to explain that you will receive account statements from the broker-dealer, bank, or other qualified custodian and that you should carefully review those statements.

We encourage our clients to raise any questions with us about the custody, safety or security of their assets. The custodians we do business with will send you independent account statements listing your account balance(s), transaction history and any fee debits or other fees taken out of your account.

Item 16. Investment Discretion

If we accept *discretionary authority* to manage securities accounts on behalf of *clients*, we are required to disclose this fact and describe any limitations our *clients* may place on our authority. The following procedures are followed before we assume this authority:

Our clients need to sign a discretionary investment advisory agreement with our firm for the management of their account. This type of agreement only applies to our Asset Management, 401(k) Asset Management. We do not take or exercise discretion with respect to our other clients.

Item 17. Voting Client Securities

A. If we have, or will accept, proxy authority to vote *client* securities, we must briefly describe our voting policies and procedures, including those adopted pursuant to SEC Rule 206(4)-6.

We do not and will not accept the proxy authority to vote client securities. Clients will receive proxies or other solicitations directly from their custodian or a transfer agent. In the event that proxies are sent to our firm, we will forward them on to you and ask the party who sent them to mail them directly to you in the future. Clients may call, write or email us to discuss questions they may have about particular proxy votes or other solicitations.

Item 18. Financial Information

A. If we require or solicit prepayment of more than $500 in fees per *client*, six months or more in advance, we must include a balance sheet for our most recent fiscal year.

We do not require nor do we solicit prepayment of more than $500 in fees per *client*, six months or more in advance. Therefore, we have not included a balance sheet for our most recent fiscal year.

B. If we have been the subject of a bankruptcy petition at any time during the past ten years, we must disclose this fact, the date the petition was first brought, and the current status.

We have nothing to disclose in this regard.

Item 19. Requirements for State-Registered Advisers

A. Identification of each of our principal executive officers and *management persons*, and description of their formal educations and business backgrounds.

DONALD H. RAMIREZ
Year of Birth: 1965

Full Education Background:
University of Southern California - Marshall School of Business, Los Angeles, CA. Bachelors in Business Administration with an emphasis in Finance – 1990

College for Financial Planning, Greenwood Village, CO. Completed CERTIFIED FINANCIAL PLANNER™ Certification Professional Education Program 01/11

Other Designations:
Chartered Retirement Planning Counselor™ designation 03/09
CERTIFIED FINANCIAL PLANNER™ designation 10/11

Business Background:
Peak Wealth Advisors, Inc., San Luis Obispo, CA – 05/09 to Present, President.

LPL Financial, San Luis Obispo, CA – 05/09 to 10/10, Registered Representative

Merrill Lynch, Pierce, Fenner & Smith Inc., San Luis Obispo, CA and Pasadena, CA, 05/95 to 05/09, Assistant Vice President, Senior Financial Advisor.

HELEN SIPSAS
Year of Birth: 1967

Full Education Background:
University of Southern California - Marshall School of Business, Los Angeles, CA. Bachelors in Business Administration with an emphasis in finance – 1991

Loyola Marymount University, Los Angeles, CA. Masters in Business Administration, concentration in finance. 1995

College for Financial Planning, Greenwood Village, CO. Completed CERTIFIED FINANCIAL PLANNER™ Certification Professional Education Program 12/09

Other Designations:
CERTIFIED FINANCIAL PLANNER™ 09/10
Certified Divorce Financial Analyst® 06/15

Business Background:
Peak Wealth Advisors, Inc., San Luis Obispo, CA – 05/09 to Present, Chief Compliance Officer.

LPL Financial, San Luis Obispo, CA – 05/09 to 10/10, Registered Representative

Merrill Lynch, Pierce, Fenner & Smith Inc., San Luis Obispo, CA – 01/06 to 04/09, Financial Advisor 05/06 to 05/09.

Hiatus to raise family, Glendale, CA and San Luis Obispo, CA – 02/02 to 01/06.

Sandpiper Capital LLC, Glendale, CA – 11/00 to 02/02, Managing Director.

FINOVA Capital Corporation, Los Angeles, CA – 05/93 to 08/00, Vice President, Investment Manager, Mezzanine Capital and Vice President, Business Development Corporate Finance.

B. Description of any business in which we are actively engaged (other than giving investment advice) and the approximate amount of time spent on that business.

As Tax Software Reseller for Tax Professionals, Mr. Ramirez may offer professional tax software products and Tax education to any clients for which he may receive compensation.

These activities constitute 10% of Mr. Ramirez's time.

C. In addition to the description of our fees in response to Item 5 of Part 2A, if our firm or a *supervised person* is compensated for advisory services with *performance-based fees*, we must explain how these fees will be calculated. Further, we must disclose specifically that performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the *client*.

We do not charge performance-based fees.

D. If our firm or a *management person* has been *involved* in one of the events listed below, we must disclose all material facts regarding the event.

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.

We have nothing to disclose in this regard.

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.

We have nothing to disclose in this regard.

E. In addition to any relationship or arrangement described in response to Item 10.C. of Part 2A, we must describe any relationship or arrangement that our firm or any of our *management persons* have with any issuer of securities that is not listed in Item 10.C. of Part 2A.

We have nothing to disclose in this regard.