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

Dated 03/22/2012

PEAK WEALTH ADVISORS, INC.
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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 (805) 233-7012 or email at helen@PeakRIA.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. At this time, there are no material changes from our 03/24/2011 Brochure to report.

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) Pension Consulting, Referrals to Third Party Money Managers, 3(38) ERISA Investment Management, and Business Transition Planning and Consulting Services. 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 21 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 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.

(i) Portfolio Management (Non-Wrapped):

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.

[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 - $500,000	1.30%
$500,000 - $1,000,000	1.00%
$1,000,000 - $5,000,000	0.80%
Balances over $5,000,000	0.60%

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. No increase in the annual fee shall be effective without prior written notification to 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. The first advisory fee will be assessed on pro-rata basis taking into account the time for which the account was not managed by Adviser and the time left in the quarter.

For more information about our wrap fee accounts please see our separate Wrap Fee Program Brochure.

(ii) 3(38) ERISA Investment Management:

We make the representation that our firm is a registered investment adviser under the Investment Advisers Act of 1940, and qualifies as an investment manager under Section 3(38) of ERISA, and that it is a fiduciary to the Plan within the meaning of ERISA. We are authorized by the client to exercise our best judgment in investing, selling and reinvesting the cash and securities in the Account in its discretion. We will not hold any assets of the Plan; all of which will be held by an independent custodian selected by client.

We shall have discretion over the establishment of the Plan's investment policy, the prudent selection, monitoring, removal and replacement of the Plan's investment options. We will be serving as a fiduciary to the Plan under ERISA in performing these functions.

We shall provide investment education to Plan participants regarding the selection of Model Portfolios, and will survey each plan participant to assess the individual's risk profile that will assist in the selection of an appropriate portfolio.

FEE SCHEDULE: 3(38) ERISA Investment Management

Assets under Management	**Annual Advisory Fee**
Any Assets	Maximum 0.50%

These annual fees shall be negotiable in certain circumstances and be pro-rated and paid quarterly in advance based on the value of your account on the time-weighted daily average of the previous quarter.

No increase in the annual fee shall be effective without prior written notification to 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. The first advisory fee will be assessed on pro-rata basis taking into account the time for which the account was not managed by Adviser and the time left in the quarter.

(iii) 401k Pension Consulting Services:

401k Pension Consulting 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 Pension Consulting Services

Assets under Management	**Annual Advisory Fee**
Any Assets	Maximum 1.00%

The fee for investment management will be based on the time weighted value of the account for the previous quarter and is payable quarterly in advance. 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 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. Adviser sends a copy of Client invoice to the custodian or trustee at the same time that Adviser sends a copy to the client. 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.

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 funds prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

All 401(k) planning services shall be in compliance with the Investment Advisers Act of 1940, rules and regulations thereunder, and 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.

(iv) 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 $1,000 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.

(v) Referrals to Third Party Money Managers:

We provide clients with a list of investment advisory services of third party professional portfolio management firms for the individual management of client accounts. As part of this process, we assist clients in identifying an appropriate third party money manager. We provide initial due diligence on third party money managers and ongoing reviews of their management of your account.

In order to assist clients in the selection of a third party money manager, we typically gather information from the client about their financial situation, investment objectives, and reasonable restrictions they can impose on the management of the account, which are often very limited. It is important to note that we do not offer advice on any specific securities or other investments in connection with this service. Investment advice and trading of securities is only offered by or through the third party money managers to clients.

We periodically review third party money managers' reports provided to the client, but no less often than on an annual basis. Our associates contact the clients from time to time, as agreed to with the client, in order to review their financial situation and objectives; communicate information to third party money managers as warranted; and, assist the client in understanding and evaluating the services provided by the third party money manager. The client will be expected to notify us of any changes in his/her financial situation, investment objectives, or account restrictions that could affect their account. The client may also directly contact the third party money manager managing the account or sponsoring the program.

(vi) Business Transition Planning and Business Transition Consulting Services:

We offer business transition planning services to owners of closely-held businesses with revenues generally between $2 million to $40 million; who are looking to transition out of their business within the next two to seven years.

Our advisors work with business owners to develop a comprehensive written plan and action item checklist tailored to their specific needs. The plan acts as a roadmap for the business owner and their other advisors including the client's CPA, business attorney and estate planning attorney. The plan will address the following areas:

- Goals analysis
- Business valuation
- Cash flow modeling
- Succession planning
- Transfer strategies
- Tax planning
- Financing alternatives
- Contingency planning
- Estate planning

Following the completion of the plan, we lead the implementation of the plan and will coordinate the efforts of all other advisors involved in the process. The plan and action item checklist will be reviewed and updated periodically as business conditions change and as milestones are reached.

Third party specialists may be required to perform business valuations, appraisals, tax, mergers and acquisition services. We will assist the business owner by identifying and recommending specialists as needed during the plan development and implementation phases.

FEE SCHEDULE: Business Transition Planning/Business Transition Consulting Services

We charge a negotiable fixed fee ranging from $10,000 to $20,000 for a business transition plan, the total of which is dependent upon the level and scope of these services. One half of the total estimated fixed 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. Business Transition plans will be presented to the clients within 6 months of the contract date, provided that all information needed to prepare the plan has been promptly provided by the clients and third party specialists.

We charge an ongoing quarterly Business Transition Consulting fee of up to 5% of the business transition plan fee for updates to the plan and for the ongoing coordination of the implementation strategy. The quarterly Business Transition Consulting fee will be

billed at the beginning of January, April, July, and November - the year following the presentation of the Business Transition plan.

We will not be eligible for any third party fees from outside specialists referred to the client or engaged to provide services related to the client's business transition.

In the event that a client should cancel the business transition planning agreement under which any plan is being created, the client shall be billed for actual hours logged on the planning project times an hourly rate of $300. Any surplus in the our possession as the result of collecting a deposit at the time of signing the business transition planning agreement will be returned to the client within 5 business days of cancellation. In the event the client cancels the Business Transition Consulting agreement they will be charged a cancellation fee equal to one quarter's payment.

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, 3(38) ERISA Investment Management, 401(k) Pension Consulting and Business Transition Planning and Consulting Services. Additionally, we offer general investment advice to clients utilizing the following services offered by our firm: Financial Planning and Consulting and Referrals to Third Party Money Managers.

(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.

D. Participation in *wrap fee programs.*

We offer wrap fee programs as further described in Part 2A, Appendix 1 (the "Wrap Fee Program Brochure") of our Brochure. Our wrap fee and non-wrap fee accounts are managed on an individualized basis according to the client's investment objectives, financial goals, risk tolerance, etc. We do not manage wrap fee accounts in a different fashion than non-wrap fee accounts. As further described in our Wrap Fee Program Brochure, we receive a portion of the wrap fee for our services.

E. 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 *3/19/2012*

We manage[2] $30,101,362 in client assets, $11,932,516 on a discretionary basis and $18,168,846 on a non discretionary basis as of 03/19/2012

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) 3(38) ERISA Investment Management:

The fee-paying arrangements for pension consulting service will be determined on a case-by-case basis and will be detailed in the signed 3(38) ERISA Investment Management Agreement. The client will be invoiced directly for the fees.

(iii) 401k Pension Consulting Services:

The fee-paying arrangements for pension consulting service will be determined on a case-by-case basis and will be detailed in the signed Pension Consulting Agreement. The client will be invoiced directly for the fees.

[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 B*rochure* in response to Item 4.E of Form ADV Part 2A.

(iv) 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.

(v) Referrals to third party money managers:

Third party money managers establish and maintain their own separate billing processes which we have no control over. In general, they will directly bill you and describe how this works in their separate written disclosure documents.

(vi) Business Transition Planning and Business Transition Consulting Services:

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.

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.

Non-Wrap fee 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).

Wrap fee clients will receive our Form ADV, Part 2A, Appendix 1 (the "Wrap Fee Program Brochure"). 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.

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 generally require a minimum account balance of $250,000 for our asset management; this minimum account balance requirement is negotiable depending on client's circumstances.

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*[3] 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.

We have determined we have nothing to disclose in this regard.

D. 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.

Please see Item 4B (v) of this Brochure.

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.

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[4]. In order to monitor compliance with our

[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.

[4] 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.

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.

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.

We perform investment management services for various clients. There are occasions on which portfolio transactions may be executed as part of concurrent authorizations to purchase or sell the same security for numerous accounts served by our firm, which involve accounts with similar investment objectives. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they are effected only when we believe that to do so will be in the best interest of the affected accounts. When such concurrent authorizations occur, the objective is to allocate the executions in a manner which is deemed equitable to the accounts involved. In any given situation, we attempt to allocate trade executions in the most equitable manner possible, taking into consideration client objectives, current asset allocation and availability of funds using price averaging, proration and consistently non-arbitrary methods of allocation.

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, 3(38) ERISA Investment Management, and 401(k) Pension Consulting. Third Party Money Management clients receive at least quarterly reviews. 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 or Portfolio Managers will conduct reviews.

Pension consulting clients receive reviews of their pension plans for the duration of the pension consulting service. We also provide ongoing services to pension consulting 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 and Portfolio Monitoring and Third Party Money Management.

As mentioned in Item 13A of this Brochure, pension clients do not receive written or verbal updated reports regarding their pension plans unless they choose to contract with us for ongoing Pension Consulting services.

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.

We may pay referral fees (non-commission based) to independent solicitors (non-registered representatives) for the referral of their clients to our firm in accordance with Rule 206 (4)-3 of the Investment Advisers Act of 1940. Such referral fee represents a share of our investment advisory fee charged to our clients. This arrangement will not result in higher costs to you. In this regard, we maintain *Solicitors Agreements* in compliance with Rule 206 (4)-3 of the Investment Advisers Act of 1940 and applicable state and federal laws. All clients referred by Solicitors to our firm will be given full written disclosure describing the terms and fee arrangements between our firm and Solicitor(s). In cases where state law requires licensure of solicitors, we ensure that no solicitation fees are paid unless the solicitor is registered as an investment adviser representative of our firm. If we are paying solicitation

fees to another registered investment adviser, the licensure of individuals is the other firm's responsibility.

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.

The California Department of Corporations takes 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, we have adopted the following safeguarding procedures:

(1) Our clients must provide us with written authorization permitting direct payment to us of our advisory fees from their account(s) maintained by a custodian who is independent of our firm;
(2) Clients will receive a performance statement showing the amount of our fee and the value of the assets upon which our fee was based;
(3) We must disclose to you that it is your responsibility to verify the accuracy of our fee calculation; and
(4) Your account custodian must agree to send you a statement, at least quarterly, showing all disbursements from your account, including advisory fees.

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, 3(38) ERISA Investment Management, 401(k) Pension Consulting and the asset management portion of our Business Transition Planning and Consulting Services clients. 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.

However, third party money managers selected or recommended by our firm may vote proxies for clients. Therefore, except in the event a third party money manager votes proxies, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Therefore (except for proxies that may be voted by a third party money manager), our firm and/or you shall instruct your qualified custodian to forward to you copies of all proxies and shareholder communications relating to your investment assets.

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 $1,200 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

FINRA Exams:
Series 7, 07/95
Series 24, 07/09
Series 63, 07/95
Series 65, 08/95

Other Designations:
Chartered Retirement Planning Counselor™ designation 03/09
Certified Exit Planning Advisor 11/09
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

FINRA Exams:
Series 7, 05/06
Series 66, 06/06

Other Designations:
Chartered Retirement Planning Counselor™ designation 09/07
CERTIFIED FINANCIAL PLANNER™ 09/10
Accredited Investment Fiduciary® 06/11

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 a Tax Software Reseller and provider of Tax Education Programs for Tax Professionals, Mr. Ramirez may offer professional tax software products and tax education programs to our clients for which he may receive compensation.

These activities constitute 15% 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.