

SUMMIT WEALTH MANAGEMENT, INC.

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PART 2A, APPENDIX 1 OF FORM ADV

SAN ANTONIO OFFICE

WRAP FEE PROGRAM BROCHURE

MARCH 15, 2012

This wrap fee program brochure provides information about the qualifications and business practices of Summit Wealth Management, Inc., (“Summit”). If you have any questions about the contents of this brochure, please contact us at 210-349-8517. 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 Summit is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 - Material Changes

In prior years we have referred to our offices in Florida as the Florida Division of Summit. Over the years we have considered succession planning and management continuity issues for the firm as we have grown, primarily by acquiring smaller wealth management practices. In 2011 we acquired another firm in Florida (CRD # 134620) and renamed it Summit Wealth Partners, Inc. and filed a trade name for it to do business as Summit Wealth Management, Inc.

As you probably know, succession planning and management are complex and intricate issues for privately owned firms. We decided to begin the succession planning process for our Florida offices by creating a pair of sister corporations that remain under the same ownership and control as before. This resulted in a significant decrease in the assets managed by Summit but not by the two firms together, i.e. Summit Wealth Management Inc. and Summit Wealth Partners, Inc. In 2012 we intend to continue considering how to implement a long term succession plan.

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Item 4 - Services, Fees and Compensation

OUR SERVICES

Summit Wealth Management, Inc. (“Summit”) is an independent, privately owned firm in the wealth management business. Summit is 100% owned by National Advisory Services, Inc., a financial services holding company that is 100% owned by Mr. Angelo Alleca. Mr. Alleca is Summit’s President and Chief Compliance Officer. He would be glad to speak with you about Summit at any time. He can be reached in our Atlanta office at 770-391- 5831.

Summit provides wealth management and investment management services primarily to individuals. For a complete description of all the services we offer please read our Firm Brochure (Part 2A of Form ADV).

One of our services is the wrap fee program described in this document. Our San Antonio office wrap-fee program (our “Program”) provides clients with wealth management services including investment management, financial planning, estate planning, risk analysis, basic tax return preparation, custody and brokerage execution services for one all-inclusive Program fee. Summit is the sponsor of this wrap-fee program.

FEES AND COMPENSATION

Our Program fees are stated in the Financial Services Agreement each client signs. This Agreement defines our relationship with you. It describes the services we will provide and your obligations to us. A new client may terminate a Financial Services Agreement within five days of the date of acceptance without any cost to the client. After the five-day period, either party may terminate the agreement by providing written notice to the other party. The client will incur a pro rata charge for bona fide services rendered during the term of the Financial Services Agreement. If there are any prepaid unearned fees we will promptly refund a pro rata share to the client.

This is our Program fee schedule.

Asset Level: Annualized Fee (as a percentage of asset) \$9,000/yr minimum:

First \$1,000,000	1.20%, plus
\$1,000,001 - \$1,750,000	.95%, plus
\$1,750,000 - \$2,750,000	.75%, plus
\$2,750,000 - \$5,000,000	.65%, plus
Over \$5,000,001	.45%

The entire Program fee is paid to Summit. In limited circumstances and in our discretion, our advisory fees may be negotiated with the client. Summit pays for the custody and brokerage execution services for your benefit from the one fee that you pay to us.

Our Program may involve investing in foreign and domestic debt and equity securities, mutual funds, exchange traded funds, real estate investment trusts, direct participation programs, private placements and cash management products. We only use or recommend no-load mutual funds. Our Program fees are separate and distinct from mark-ups, mark-downs or spreads paid to market makers and the fees and expenses charged by mutual funds and exchange traded funds to their shareholders. These costs will generally include a management fee and other fund expenses. They are explained in each mutual fund's prospectus.

Summit's San Antonio office does not separately offer the services provided under this Program. However, clients may be able to purchase services similar to those offered under the Program from other service providers either separately or as part of a similar wrap fee program. Other services or programs may cost more or less than our Program, depending on the fees and the frequency of the trading activity in the investment account.

THE WEALTH MANAGEMENT PROCESS

Our wealth management process involves defining financial and life goals and creating investment strategies designed to achieve the desired results based on the client's particular circumstances.

The investment process begins with deciding on an investment strategy. The client's investment strategy will reflect the client's investment objectives, risk tolerance and any investment restrictions that are desired. Restrictions imposed by a client may affect the composition and performance of the investment account.

Financial planning is primarily an analytical process designed to organize financial data, identify needs and opportunities and evaluate alternative courses of action. A financial plan may discuss current net worth, income tax issues, cash flow and budgeting strategies, specific investments and asset allocations, retirement planning, employee benefit plan analysis, estate and gift tax planning, education pre-funding and risk management including on life, health, long-term care, disability, property and liability coverages.

The goal is to develop a plan and strategy for the successful management of personal income, assets, and liabilities in meeting the client's financial goals and lifetime objectives. Depending on individual preferences some form of written plan may be produced as part of the wealth management process.

Item 5 - Account Requirements and Types of Clients

Summit offers this wrap-fee program only to individuals. We generally require a minimum Program fee of \$9,000 per household or family relationship to open and maintain an account. We may waive this minimum requirement based on the facts and circumstances. For example, we might waive the minimum requirement for a person referred by an existing client or for a client who wants to evaluate our services.

Item 6 - Portfolio Manager Selection and Evaluation

Summit is the portfolio manager for this wrap-fee program.

The investment process begins with deciding on an investment strategy. The client's investment strategy will reflect the client's investment objectives, risk tolerance and any investment restrictions that are desired. Restrictions imposed by a client may affect the composition and performance of the investment account.

Summit may or may not be given the discretion and authority to manage client investment accounts. If you have given us discretion, we are authorized to perform various functions without further approval from you, the client. Such functions include the determination of securities to be purchased or sold, the amount of securities to be purchased or sold, the broker/dealer to be used and the commission rates to be paid. Summit actively manages each investment account as changes in issuer and market conditions and client circumstances may require.

Summit also provides non-discretionary investment management services. In providing non-discretionary services, we will obtain your approval before executing a trade.

Summit does not charge any performance based fees or engage in the practice known as side-by-side management (performance based fees are based on a share of capital gains on or capital appreciation of the assets in an investment account).

METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Types of Investments

This wrap fee program invests in US registered mutual funds, exchange traded funds, Real Estate Investment Trusts and domestic or foreign debt and equity securities.

Investment Strategies

Summit may utilize different investment strategies, based upon the needs of the client, including long-term purchases, short-term purchases and option writing.

Security Analysis

The security analysis methods employed by Summit include fundamental, technical, charting and cyclical analysis depending on the type of analysis being considered.

Sources of Information

In conducting security analysis, Summit may utilize the following sources of information: financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the U.S. Securities and Exchange Commission, other comparable sovereign agencies and company press releases.

Risk

Investing in securities involves risk of loss that each client must accept. Typical investment risks include market risk typified by a drop in a security's price due to a company specific event (e.g. unsystematic risk), or general market activity (e.g., systematic risk). In addition, certain strategies may impose more risk than others. For example, with fixed income securities, a period of rising interest rates could erode the value of bond since bond values generally fall as bond yields rise. Investment risk with international securities also includes fluctuation in currency values, differences in accounting practices and economic and political instability. We do not represent, warrant, or imply that our investment management services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or avoid losses.

In this item 6 we are providing a brief explanation of material risks. We often use pooled investment vehicles such as mutual funds as a significant investment strategy. We are not duplicating the risk disclosures contained the prospectuses or other offering documents for pooled investment vehicles. Please refer to the prospectus, offering memoranda or other documents issued by the investment vehicle for a more detailed discussion of risks.

Exchange Traded Funds (ETFs)

Equity-based exchange traded funds are subject to risks similar to those of stocks. If the securities tracked within an ETF decline, the value of the ETF will also decline. Fixed income-based ETFs are subject to risks similar to those of bonds such as increasing interest rates. Investment returns will fluctuate and are subject to market volatility, so that an investor's ETF shares, when redeemed or sold, may be worth more or less than their original cost.

Options

There are numerous risks associated with transactions in options on securities or securities indexes. A decision as to whether, when and how to use options involves the exercise of skill and judgment, and even a well-conceived transaction may be unsuccessful to some degree because of market behavior or unexpected events. As the writer of covered call options, the client forgoes, during the option's life, the opportunity to profit from increases in the market value of the underlying security or the index above the sum of the option premium received and the exercise price of the call, but has retained the risk of loss, minus the option premium received, should the price of the underlying security decline. In the case of index options, the client incurs basis risk between the performance of the underlying portfolio and the performance of the underlying index. For example, the underlying portfolio may decline in value while the underlying index may increase in value, resulting in a loss on the call option while the underlying portfolio declines as well.

Real Estate Investment Trusts (REITS)

The value of shares in publicly traded REITs can fluctuate. An investor who sells shares in a REIT could receive more, or less, than the original purchase price. Factors that can influence market risk include general level of real estate property values, which tend to rise and fall with current market conditions. As with any active business, a factor in successful performance lies with management skill. Also, shares of REITs, especially mortgage REITs, are sensitive to changes in the general level of interest rates. Mortgage REITs respond much like bonds, generally increasing in value as interest rates fall and decreasing in value if interest rates rise.

Cash Management

Cash is invested in a money market fund, sweep account or similar cash management product.

VOTING CLIENT SECURITIES

Summit does not vote proxies on behalf of its clients. Summit directs the investment account Custodian to forward directly to the client copies of all proxies and shareholder communications relating to the client's investment assets. Each client tells the Custodian how to vote proxies. The client also makes all elections relative to any corporate action notification such as mergers, tender offers, or bankruptcy proceedings. Summit realizes that voting requests range from routine matters to unique situations. If a client has a specific question about a voting matter the client should contact our Chief Compliance Officer for assistance.

Item 7 - Client Information Provided to Portfolio Managers.

Since Summit is the sponsor of this wrap-fee program no disclosure applies to this item 7.

Item 8 - Client Contact with Portfolio Managers.

We encourage all our clients to contact us whenever they have a question about our Program. The phone numbers for our San Antonio office are 210-349-8517 and 888-349-8517.

Item 9 - Additional Information

DISCIPLINARY HISTORY

Summit must disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of their services or the integrity of their management. Neither Summit nor any of its Investment Advisory Representatives have ever been disciplined by a regulatory agency except for a matter involving the failure to maintain a bond for a line of business Summit no longer engages in and for a person to timely complete continuing education requirements for a license.

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS.

Summit is affiliated with Worsham and Sammons LLC, a Georgia Limited Liability Company providing accounting, tax preparation and business consulting services. No client is under any obligation to purchase services from Worsham & Sammons LLC. Summit's recommendation that a client engage the services of Worsham & Sammons LLC presents a conflict of interest. Any questions regarding this conflict of interests should be directed to Summit's Chief Compliance Officer.

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

Summit has adopted a Code of Ethics for all employees. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All employees must annually acknowledge their understanding of the Code of Ethics.

Participation or Interest in Client Transactions

Summit's employees may purchase or sell for their personal accounts securities identical to those recommended to clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of Summit's employees will not interfere with (i) making decisions in the best interests of our clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code, certain classes of securities have been designated as exempt transactions. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity.

Clients may request a copy of our Code of Ethics at any time. A client might wonder why we do not simply include our Code of Ethics in this brochure. The reason is that this brochure is supposed to be a narrative document written in plain English. Because of the inherent technical complexities of securities and the securities markets our Code of Ethics is a formal, complex and lengthy legal document that is not written in plain English.

FINANCIAL INFORMATION

Because Summit does not require or accept prepayment of more than \$1,200 in fees six months or more in advance we are not required to include a balance sheet with this disclosure brochure. Summit does not have any adverse financial conditions to disclose and we have never been the subject of a bankruptcy petition.

CLIENT REFERRALS AND OTHER COMPENSATION

Summit does not receive any economic benefits such as sales incentives or prizes from non-clients for providing investment advice. Summit does not use solicitors or pay client referral fees to any person who is not a Summit employee.

TD Ameritrade disclosure.

TD Ameritrade provides custody and brokerage services for this wrap-fee program. Summit participates in TD Ameritrade's institutional advisor program. There is no direct link between Summit's participation and the investment advice we give to our clients although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services provided without cost or at a discount: receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a specific trading desk; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Summit by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Summit's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Summit but may not benefit our client accounts.

These products or services may assist us in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our advisory business. The benefits received by Summit or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Summit endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Summit or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Summit's choice of TD Ameritrade for custody and brokerage services.

Summit serves on the TD Ameritrade Institutional Advisor Panel ("Panel"). The Panel consists of approximately twenty-four independent investment advisors that advise TD Ameritrade Institutional ("TDA Institutional") on issues relevant to the independent advisor community. The Panel meets in person on average three to four times per year and conducts periodic conference calls on an as needed basis. Investment advisors are appointed to serve on the Panel for two year terms by TDA Institutional senior management. An investment advisor may serve longer than two years if appointed to additional terms by TDA Institutional senior management. At times, Panel members are provided confidential information about TDA Institutional initiatives. Panel members are required to sign confidentiality agreements. TD Ameritrade, Inc. ("TD Ameritrade") does not compensate Panel members. However, TD Ameritrade pays or reimburses Summit for the travel, lodging and meal expenses Summit incurs in attending Panel meetings. The benefits received by Summit or its personnel by serving on the Panel do

not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by Summit or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Summit's recommendation of TD Ameritrade for custody and brokerage services.

Summit also serves on the TD Ameritrade Institutional Operations Panel ("Panel"). The Panel consists of approximately twenty-four independent investment advisors that advise TDA Institutional on issues relevant to the independent advisor and their experience with TD Ameritrade's service, technology and products. The Panel meets in person on average three to four times per year and conducts periodic conference calls on an as needed basis. Investment advisors are appointed to serve on the Panel for a three year terms by TDA Institutional sales, service and senior management. An investment advisor may serve longer than three years if appointed to additional terms by TDA Institutional senior management. At times, Panel members are provided confidential information about TDA Institutional initiatives. Panel members are required to sign confidentiality agreements. TD Ameritrade does not compensate Panel members. However, TD Ameritrade pays or reimburses Summit for the travel, lodging and meal expenses Summit incurs in attending Panel meetings. The benefits received by Summit or its personnel by serving on the Panel do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by Summit or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Summit's recommendation of TD Ameritrade for custody and brokerage services.

Summit considers a number of factors in selecting brokers and custodians at which to locate (or recommend location of) its client accounts, including, but not limited to, execution capability, experience and financial stability, reputation and the quality of services provided. In selecting TD Ameritrade Institutional ("TD Ameritrade") as the broker and custodian for certain of its current and future client accounts, Summit takes into consideration its arrangement with TD Ameritrade as to obtaining price discounts for TD Ameritrade's automatic portfolio rebalancing service for advisors known as "iRebal".

The standard iRebal annual license fee applicable to Summit is \$26,000.00. That fee is subject to specified reductions (and even complete waiver) if specified amounts of client taxable assets are either already on the TD Ameritrade platform or are committed to be placed on it. Specified taxable client assets either maintained on or committed to the TD Ameritrade platform will bring fee reductions of up to \$26,000.00 per year for each of as many as three years or more.

The non-taxable assets excluded from the maintenance and commitment levels described above are those that constitute "plan assets" of plans subject to Title 1 of the Employee Retirement Income Security Act of 1974, amended, or of plans as defined in Section 4975 of the Internal Revenue Code (which include IRAs).

If Summit does not maintain the relevant level of taxable assets on the TD Ameritrade platform, Summit may be required to make a penalty fee payment to TD

Ameritrade calculated on the basis of the shortfall.

Although Summit believes that the products and services offered by TD Ameritrade are competitive in the market place for similar services offered by other broker-dealers or custodians, the arrangement with TD Ameritrade as to the iRebal service may affect our independent judgment in selecting or maintaining TD Ameritrade as the broker or custodian for client accounts.

Summit participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FUNRA/SIPC/NFA (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the Program.

Summit also receives from TD Ameritrade certain additional economic benefits (“Additional Services”) that may or may not be offered to any other independent investment advisors participating in the program. Specifically, the Additional Services include Think pipes and Advent Software which total to a value of \$30,000.00 to Summit. TD Ameritrade provides the Additional Services to Summit in its sole discretion and at its own expense, and Summit does not pay any fees to TD Ameritrade for the Additional Services. Summit and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services.

Summit’s receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to Summit, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Summit’s client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Summit, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, Summit may have an incentive to recommend to its clients that the assets under management by Summit be held in custody with TD Ameritrade and to place transactions for client’s accounts with TD Ameritrade. Summit’s receipt of Additional Services does not diminish its duty to act in the best interests of its clients, including to seek best execution of trades for clients accounts.