



7887 East Belleview Avenue, Suite 201
Greenwood Village, CO 80111

Telephone: 303-991-0056
www.peakplan.com

Form ADV Part 2A Appendix 1 – Wrap Fee Program Brochure

May 2018

This Wrap Fee Program Brochure provides information about the qualifications and business practices of Peak Planning Group, LLC ("Peak Planning"). If you have any questions about the contents of this brochure, please contact us at (303) 991-0056. 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. Peak Planning is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Peak Planning is available on the SEC's website at <https://www.adviserinfo.sec.gov>. You can search this site by a unique identifying number, known as a IARD number. The IARD number for Peak Planning is 289891.

ITEM 2 – Materials Changes

Summary of Material Changes

This section of the Brochure will address only those “material changes” that have been incorporated since our last delivery or posting of this document on the SEC’s public disclosure website (IAPD) www.adviserinfo.sec.gov. Our Firm has made the following changes since our initial filing on August 30, 2017:

- Our Firm is moving from SEC registration to being registered with the States of Colorado, California, Texas and New York.
- The Broker Dealer some Peak Planning Group Investment Adviser Representatives (“IARs”) are affiliated with is Niagara International Capital, Ltd.

If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact our Chief Compliance Officer, Louis “PJ” Patierno, Jr. at (303) 991-0056 or pj@peakplan.com.

We encourage you to read this document in its entirety.

ITEM 3 – Table of Contents

ITEM 1 – COVER PAGE	1
ITEM 2 – MATERIALS CHANGES.....	2
ITEM 3 – TABLE OF CONTENTS.....	3
ITEM 4 – SERVICES, FEES & COMPENSATION.....	4
ITEM 5 – ACCOUNT REQUIREMENTS & TYPES OF CLIENTS	8
ITEM 6 – PORTFOLIO MANAGER SELECTION & EVALUATION	8
ITEM 7 – CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGER(S).....	9
ITEM 8 – CLIENT CONTACT WITH PORTFOLIO MANAGER(S).....	9
ITEM 9 – ADDITIONAL INFORMATION	10
ITEM 10 – REQUIREMENTS FOR STATE-REGISTERED ADVISERS.....	17

ITEM 4 – Services, Fees & Compensation

We offer a wrap fee program as described in this Wrap Fee Program Brochure. The Wrap Fee Program provides clients with the ability to trade in certain investment products without incurring separate brokerage commissions or transaction charges. A wrap fee program is generally considered any arrangement under which clients receive investment advisory services and the execution of client transactions for a specified fee or fees not based upon transactions in their accounts. Prior to receiving services through the Program, clients are required to enter into a written agreement with our firm setting forth the relevant terms and conditions of the advisory relationship (the “Agreement”). Lower fees for comparable services may be available from other sources.

Our Wrap Advisory Services

We offer both discretionary investment management and investment supervisory services for a fee based on a percentage of your assets under management. These services include investment analysis, allocation of investments, quarterly portfolio reports, financial commentaries, and ongoing monitoring of client portfolios and financial planning. We primarily allocate client assets among various mutual funds, exchange-traded funds (“ETFs”), and individual debt (bonds) and equity securities in accordance with their stated investment objectives.

We will work with you to obtain necessary information regarding your financial condition, investment objectives, liquidity requirements, risk tolerance, time horizons, and any restrictions on investing. This information enables us to determine the portfolio best suited for your investment objective and needs.

Once we have determined the types of investments to be included in your portfolio and allocated them, we will provide ongoing investment review and management services. This approach requires us to review your portfolio at least quarterly.

We will rebalance the portfolio, as we deem appropriate, to meet your financial objectives. We trade these portfolios and rebalance them based on the combination of our market views and your objectives, using our investment process. We tailor our advisory services to meet the needs of our clients and seek to ensure that your portfolio is managed in a manner consistent with those needs and objectives. You will have the ability to leave standing instructions with us to refrain from investing in particular industries or invest in limited amounts of securities.

In all cases, you have a direct and beneficial interest in your securities, rather than an undivided interest in a pool of securities. We do have limited authority to direct the Custodian to deduct our investment advisory fees from your accounts, but only with the appropriate written authorization from you.

Where appropriate, we provide advice about any type of legacy position or other investment held in client portfolios. Clients will engage us to advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans).

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks may exist that adversely affect an account's performance. This could result in capital losses in your account.

Financial Planning

Through the financial planning process, Peak Planning team strives to engage our clients in conversations around the family's goals, objectives, priorities, vision, and legacy – both for the near term as well as for future generations. With the unique goals and circumstances of each family in mind, Peak Planning will offer financial planning ideas and strategies to address the client's holistic financial picture, including estate, income tax, charitable, cash flow, wealth transfer and family legacy objectives. Our team partners with our client's other advisors (CPA, estate attorney, insurance broker, etc.) to ensure a coordinated effort of all parties toward the client's stated goals. Such services include various reports on specific goals and objectives or general investment and/or planning recommendations, guidance to outside assets and periodic updates.

Our specific services in preparing your plan may include:

- Review and clarification of your financial goals;
- Assessment of your overall financial position including cash flow, balance sheet; investment strategy, risk management and estate planning;
- Creation of a unique plan for each goal you have including personal and business real estate, education, retirement or financial independence, charitable giving, estate planning, business succession and other personal goals;
- Development of a goal-oriented investment plan, with input from various advisors to our clients around tax suggestions, asset allocation, expenses, risk and liquidity factors for each goal. This includes IRA and qualified plans, taxable and trust accounts that require special attention;
- Design of a risk management plan including risk tolerance, risk avoidance, mitigation and transfer, including liquidity as well as various insurance and possible company benefits; and
- Crafting and implementation of, in conjunction with your estate and/or corporate attorneys as tax advisor, an estate plan to provide for you and/or your heirs in the event of an incapacity or death.

A written evaluation of the Financial Plan is provided to the client. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Relative Cost of the Program

A wrap fee program allows our clients to pay a specified fee for investment advisory services and the execution of transactions. By participating in a wrap fee program, you may end up paying more or less than you would through a non-wrap fee program where a lower advisory fee is charged, but trade execution costs are passed directly through to you by the executing broker. The brokerage commissions and/or transactions fees charged for securities brokerage transactions in your Account(s), covered by this Agreement, are included within our management fee. We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we incur the fees for executed trades. In order to mitigate this conflict of interest, we will fulfill our fiduciary duty by acting in the client's best interest. Lower fees for comparable services may be available from other sources.

Peak Planning charges a fee as compensation for providing Investment Management services on your account. These services include advisory and consulting services, trade entry, investment supervision, and other account-maintenance activities. Our custodian may charge custodial fees, redemption fees and retirement plan and administrative fees. See ***Additional Fees and Expenses*** below for additional details.

The fees for portfolio management are based on an annual percentage of assets under management and are applied to the account asset value on a pro-rata basis and billed quarterly in advance. The initial fee will be based upon the market value of the portfolio on the last business day of the partial quarter, prorated for the number of days in the quarter that your account is under management. Thereafter, the quarterly fee will be calculated on last day of the calendar quarter. The market value will be determined as reported by the Custodian. Unless otherwise agreed upon and stated in the Investment Management Agreement, fees are assessed on all assets under management, including securities, cash and money market balances. When applicable and noted in the Investment Management Agreement, legacy positions will also be excluded from the fee calculation.

Our maximum annual advisory fee is for accounts paying a percentage of assets under management is 1.50%. The specific advisory fees are set forth in your Investment Advisory Agreement. Fees may vary based on the size of the account, complexity of the portfolio, extent of activity in the account or other reasons agreed upon by us and you as the client. Additional deposits and withdrawals will be added or subtracted from portfolio assets, as the case may be, which may lead to an adjustment of the account fee. In certain circumstances, our fees and the timing of the fee payments may be negotiated. Our employees and their family related accounts are charged a reduced fee for our services.

Unless otherwise instructed by the client, we will aggregate asset amounts in accounts from your same household together to determine the advisory fee for all your accounts. We would do this, for example, where we also service accounts on behalf of your minor children, individual and joint accounts for a spouse, and/or other types of related accounts. This consolidation practice is designed to allow you the benefit of an increased asset total, which could cause your account(s) to be assessed a lower advisory fee.

The independent qualified custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us. You will provide written authorization permitting the fees to be paid directly from your account held by the qualified custodian. Further, the qualified custodian agrees to deliver an account statement at least quarterly directly to you indicating all the amounts deducted from the account including our advisory fees. At our discretion, our firm will allow advisory fees to be paid by check as indicated in the Investment Advisory Agreement. You are encouraged to review your account statements for accuracy. Our firm will send an invoice to you on a quarterly basis.

The investment advisory Agreement may be terminated by the client within five (5) business days of signing the Agreement without penalty or incurring any advisory fees. After the 5 business days, either Peak Planning or you may terminate the management agreement immediately upon written notice to the other party. The management fee will be pro-rated to the date of termination, for the quarter in which the cancellation notice was given and the unearned fee refunded to you. Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets. In the event of client's death or disability, Peak Planning will continue management of the account until we are notified of client's death or disability and given alternative instructions by an authorized party.

The Investment Advisor Representative (IAR) at our Firm recommending the wrap fee program to clients receives no additional compensation as a result of the client's participation in the Wrap Fee Program.

Other Types of Fees & Expenses

You may pay custodial fees, 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), mark-ups and mark-downs, wire transfer fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap-fee you are charged by our firm, but are typical, customary and normal. The Firm's wrap fee is paid to the Firm for its active review, management and continuous supervision of assets within the Client account. Lower fees for comparable services may be available from other sources. Neither our Firm nor its supervised persons accept compensation for the sale of securities or other investment products.

ITEM 5 – Account Requirements & Types of Clients

We provide investment advice to individuals, high-net-worth individuals, trusts and estates. Our minimum initial account value for the Wrap Fee Program is \$1,000,000.

ITEM 6 – Portfolio Manager Selection & Evaluation

Our firm does not utilize outside portfolio managers. All accounts are managed by our in-house professionals. This creates a conflict of interest in that other investment advisory firms may charge the same or lower fees than our firm for similar services. In order to mitigate this conflict of interest, we will fulfill our fiduciary duty by acting in the client's best interest.

Advisory Business

See Item 4 for information about our wrap fee advisory program. We offer individualized investment advice to clients utilizing our Wrap Portfolio Management service.

Each client has the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio. Restrictions on investments in certain securities or types of securities may not be possible due to the level of difficulty this would entail in managing the account.

Participation in Wrap Fee Programs

We offer the wrap fee program to our clients in excess of \$1,000,000 under our management.

Performance-Based Fees & Side-By-Side Management

We do not charge performance fees to our clients.

Methods of Analysis, Investment Strategies & Risk of Loss

We provide our clients an "institutional investment approach with individual attention" to help them achieve their financial goals. We seek to provide the best possible allocation in terms of risk, expected outcome and cost efficiency.

Our firm leverages Institutional research, including the Raymond James Investment Strategy Committee, to seek target allocations for our clients with different risk levels. The committee issues quarterly updates with target allocations across different asset classes within Five models. We then use our internal analysis to monitor and fulfill each of these asset classes with a combination of Active or Passive Mutual Funds, ETFs, and/or individual stocks and bonds. Our internal investment committee gathers once a month to review and evaluate existing and new investments that may improve the overall performance and/or reduce costs.

Investment Allocations for our clients are determined based upon a combination of sources. First and foremost, a detailed analysis of a client's comprehensive financial picture is obtained through a proprietary questionnaire and interviews so that we can identify a client's goals and expectations in our relationship. When appropriate, this information is added into our financial

planning tools and software which are monitored and updated regularly. The planning software helps us align our client's goals with an appropriate investment allocation. Our investments are fulfilled through Institutional Research that utilizes forward-looking analysis on various asset classes based on their respective risks and expected returns. Our research provides us with allocations for 5 base-models ranging from conservative to most aggressive that we use to implement investment strategies for our clients to achieve their financial goals. Generally, we allocate assets based upon a long-term investment approach, using a mix of investment vehicles we feel are best suited to provide the greatest return for the lowest cost within each asset class. We use a blend of active and passive mutual funds, ETFs, individual stocks and bonds to control costs but allow us to seek outperformance in asset classes we feel have the greatest investment potential. We rebalance our accounts at least semi-annually to ensure asset classes remain in our target ranges based on the models provided. When analyzing mutual funds and ETFs, we monitor the funds' ongoing performance (updated and reviewed monthly), expense ratios, yields and Morningstar ratings to help determine which mutual funds best fulfill specific asset classes. Each fund is compared with similar investment vehicles, as well as passive ETF benchmarks within each asset class to ensure our selected funds continue to perform adequately. We monitor performance from a year-to-date basis through a period of ten (10) years (or the life of the fund if less) in order to ensure that the funds we use perform both in the short term as well as the long term with the understanding that past performance does not guarantee future performance. Our investment committee meets following each monthly update to review the investment vehicles as well as the model's performance as a whole. Finally, we seek rebalance our accounts at least semi-annually to ensure asset classes remain in our target ranges based on the models provided.

Voting Client Securities

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 can contact our office with questions about a particular proxy solicitation by phone at (303) 991-0056.

ITEM 7 – Client Information Provided to Portfolio Manager(s)

Our financial advisors work with you directly to understand your current financial situation, existing resources, financial goals, and tolerance for risk. Our firm urges you to communicate to us any significant changes to your financial or personal circumstances, so that we can consider such information in managing your investments.

ITEM 8 – Client Contact with Portfolio Manager(s)

Our firm does not place restrictions on the client's ability to contact and consult their financial advisor. As the portfolio manager, clients are free to contact us at any time.

ITEM 9 – Additional Information

Disciplinary Information

We have determined that our firm has no disciplinary information to disclose. Please see each Investment Advisor Representative's Supplemental 2B Brochure for additional information relating to each advisor representative's educational background and history.

Financial Industry Activities & Affiliations

Insurance

Investment Adviser Representatives ("IARs") of Peak Planning may act as agents appointed with various life, disability or other insurance companies, receive commissions, trails, or other compensation from the respective product sponsors and/or as a result of effecting insurance transactions for clients. This creates a conflict of interest. We recognize the fiduciary responsibility to act in the best interest of our clients and have established policies in this regard to mitigate any conflicts of interest.

Broker Dealer

Certain IARs of Peak Planning are registered representatives of Niagara International Capital, Ltd. ("Niagara") a securities broker-dealer and will be compensated for effecting securities transactions or providing advisory services. A portion of the time of Peak Planning and these IARs is spent in connection with broker/dealer activities.

As a broker-dealer, Niagara engages in a broad range of activities normally associated with securities brokerage firms. Pursuant to the investment advice given by Peak Planning or its IARs, investments in securities may be recommended for clients. If Niagara is selected as the broker-dealer, Niagara and its registered representatives, including IARs of Peak Planning, may receive commissions for executing securities transactions. When IARs of Peak Planning receive commissions in connection with the advice given to advisory clients, Peak Planning may reduce a portion of its fees by the amount of the commissions earned by Peak Planning IARs. Clients that purchase any products resulting in commission to the registered representative will not be assessed an advisory fee on those products sold through the broker-dealer.

You are advised that if Niagara is selected as the broker-dealer, the transaction charges may be higher or lower than the charges you may pay if the transactions were executed at other broker/dealers. You should note, however, that you have the right to decide to purchase products through the broker dealer. If you do decide to purchase products, you have the right to choose from who you are going to buy products.

Moreover, you should note that under the rules and regulations of FINRA, Niagara has an obligation to maintain certain client records and perform other functions regarding certain

aspects of the investment advisory activities of its registered representatives. These obligations require Niagara to coordinate with and have the cooperation of its registered representatives that operate as, or are otherwise associated with, investment advisers other than Niagara.

Clients should be aware that the ability to receive additional compensation by Peak Planning and its management persons or employees creates conflicts of interest that impair the objectivity of the Firm and these individuals when making advisory recommendations. Peak Planning endeavors at all times to act in the Clients best interest of its clients. As part of our fiduciary duty as a registered investment adviser, we take the following steps, among others to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for the Firm and our employees to earn compensation from advisory clients in addition to the Firm's advisory fees;
- we disclose to clients that they have the right to decide whether to purchase the recommended investment products and if they do decide to purchase the recommended investment products, clients have the right to choose the investment professional to purchase the products from. We have a fiduciary responsibility to act in the client's best interest and have established policies in this regard to mitigate any conflicts of interest.
- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- we conduct regular reviews of each client advisory account to verify that all recommendations made are in the client's best interest;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by the Firm; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

Other Affiliations

In addition to serving as your investment advisory representative, Louis Peter Patierno, Jr. owns PPG Homes, LLC which is a real estate rental business. Less than 5% of his time is spent on this activity. Mr. Patierno is also the President of AttorneyTerm.com, which provides insurance brokerage services to attorneys. Less than 5% of his time is spent on this activity.

Other Registrations

Neither Peak Planning nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Selection of Other Advisers or Managers

Peak Planning does not use other advisers or third-party managers.

Brokerage Practices

We participate in the Raymond James Financial, Inc. program. Raymond James Financial Inc. ("Raymond James"), member FINRA/SIPC, is an independent and unaffiliated SEC-registered broker-dealer. Raymond James offers services to independent investment advisors that include custody of securities, trade execution, clearance and settlement of transactions. We may receive certain additional economic benefit ("Additional Services") that may or may not be offered to any other independent investment advisors participating in the program.

Raymond James provides the Additional Services to Peak Planning's IARs in its sole discretion and at its own expense, and neither Peak Planning nor its IARs pay any fees to Raymond James for the Additional Services. Peak Planning and Raymond James have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services.

There is no direct link between our participation in the program 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 any other independent investment advisors participating in the program. 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 trading desk serving advisor participants; 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 us by third party vendors. Raymond James may also have paid for business consulting and professional services received by some of our related persons. Some of the products and services made available by Raymond James through the program may benefit us but may not benefit your account. These products or services may assist us in managing and administering your account, including accounts not maintained at Raymond James. Other services made available by Raymond James are intended to help us manage and further develop our business enterprise. The benefits received by Peak Planning or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to Raymond James. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our

clients first. You should be aware, however, that the receipt of economic benefits by Peak Planning or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of Raymond James for custody and brokerage services.

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

In the event you request us to recommend a broker/dealer custodian for execution and/or custodial services, we generally recommend your account to be maintained at Raymond James. We may recommend that you establish accounts with Raymond James to maintain custody of your assets and to effect trades for your accounts. You are under no obligation to act upon any recommendations, and if you elect to act upon any recommendations, you are under no obligation to place the transactions through any broker/dealer we recommend. Our recommendation is generally based on the broker's cost and fees, skills, reputation, dependability and compatibility with the client. You may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to us is not a factor in determining the selection of broker/dealer or the reasonableness of their commissions.

We do not select or recommend broker/dealers based upon receiving client referrals from a broker/dealer or third party. We do not routinely recommend, request or require that you direct us to execute transaction through a specified broker/dealer. Additionally, we typically do not permit you to direct brokerage. We place trades for your account subject to our duty to seek best execution and other fiduciary duties. We do not compensate, directly or indirectly, any person who is not a supervised person of the firm for client referrals.

We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:

1. Our policy for the aggregation of transactions shall be fully-disclosed separately to our existing clients (if any) and the broker/dealer(s) through which such transactions will be placed;
2. We will not aggregate transactions unless we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek best price) for you

and is consistent with the terms of our investment advisory agreement with you for which trades are being aggregated.

3. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all our transactions in a given security on a given business day, with transaction costs based on each client's participation in the transaction;
4. We will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how to allocate the order among those clients;
5. If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
6. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for difference of allocation is explained in writing and is reviewed by our compliance officer. Our books and records will separately reflect, for each client account, the orders of which aggregated, the securities held by, and bought for that account.
7. We will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation; and
8. Individual advice and treatment will be accorded to each advisory client.

Trade Errors

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and we will absorb any loss resulting from the trade error if the error was caused by the firm. If the error is caused by the custodian, the custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity. We will never benefit or profit from trade errors.

Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

Peak Planning and persons associated with us are allowed to invest for their own accounts or to invest in the same securities or other investments that we recommend or acquire for your account and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to act in your best interests first and have established policies in this regard to mitigate any conflicts of interest. Specifically, in the event associated persons trade alongside clients, there are pre-clearing procedures in place to track when these transactions occur and to ensure that clients are always receiving the most favorable pricing.

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.

Review of Accounts

The underlying securities within the investment supervisory services are regularly monitored. These reviews will be made by each Investment Adviser Representative in addition to the Chief Compliance Officer or his designee. We offer the ability to meet with our clients on an annual basis to review their account. This review is usually conducted in person or by telephone. The number of accounts assigned depends on which IAR has the personal relationship with the client.

The purpose of all these reviews is to ensure that the investment plan continues to be implemented in a manner which matches your objectives and risk tolerances. More frequent reviews may be triggered by material changes in variables such as your individual circumstances, or the market, political or economic environment. You are urged to notify us of any changes in your personal circumstances.

You will receive quarterly statements and confirmation of transactions from the custodian.

Client Referrals & Other Compensation

As disclosed under Brokerage Practices, we participate in Raymond James's institutional customer program and we may recommend Raymond James to you for custody and brokerage services. There is no direct link between our participation in the program 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 any other independent Investment Advisors participating in the program. 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 trading desk serving Advisor participants; 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 us by third party vendors. Raymond James may also have paid for business consulting and professional services received by some of our related persons. Some of the products and services made available by Raymond James through the program may benefit us but may not benefit your account. These products or services may assist us in managing and administering your account, including accounts not maintained at Raymond James. Other services made available by Raymond James are intended to help us manage and further develop our business enterprise. The benefits received by Peak Planning or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to Raymond James. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the receipt of economic benefits by Peak Planning or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of Raymond James for custody and brokerage services.

Peak does not compensate, directly or indirectly, any person who is not a supervised person of the firm for client referrals.

From time to time, we may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing-expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

Soft Dollars

Our firm does not accept products or services that do not qualify for Safe Harbor outlined in Section 28(e) of the Securities Exchange Act of 1934, such as those services that do not aid in investment decision-making or trade execution.

Directed Brokerage

Neither we nor any of our firm's related persons have discretionary authority in making the determination of the brokers with whom orders for the purchase or sale of securities are placed for execution, and the commission rates at which such securities transactions are effected. We generally recommend that clients utilize the custody, brokerage and clearing services of Raymond James for investment management accounts. Each client will be required to establish their account(s) with these custodians if not already done. Please note that not all advisers have this requirement.

Participation or Interest in Client Transactions and Personal Trading

Peak Planning or any related person does not recommend to clients, or buy or sell for clients' accounts, investments in which Peak Planning or related persons have a material financial interest.

Financial Information

We are not required to provide financial information in this Brochure because:

- We do not require the prepayment of more than \$500 in fees and six or more months in advance.
- We do not take custody of client funds or securities, except for our authorization to directly deduct fees as disclosed in item 4.
- We do not have a financial condition or commitment that impairs our ability to meet contractual and fiduciary obligations to clients.
- We have never been the subject of a bankruptcy proceeding.

ITEM 10 – Requirements for State-Registered Advisers

Please see **Form ADV Part 2B, Item 2** regarding the formal education and business background of our IARs. Please see **Form ADV Part 2B, Item 4** for information regarding the other business activity, along with the time spent of our IARs.

Our IARs have not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices.

Our Firm does not assess clients a performance fee.

Neither our Firm, nor its management personnel, have any relationship or arrangement with issuers of securities.

Our Firm maintains a written Business Continuity Plan (BCP). The BCP outlines procedures relating to an emergency or significant business disruption. Our procedures are reasonably designed to enable our Firm or any of its investment advisory representatives to meet their existing fiduciary obligations to client.