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d/b/a
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**PART 2A - APPENDIX 1
WRAP FEE PROGRAM BROCHURE**

This Disclosure Brochure provides information about the qualifications and business practices of Munkeby Kramer. If you have any questions about the contents of this Disclosure Brochure, please contact us at 952-474-6933. The information in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Munkeby Kramer is available on the SEC's website at www.adviserinfo.sec.gov.

Munkeby Kramer is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

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

Since the last annual updating amendment filing dated March 15, 2018 we have amended to brochure to disclose the following material change:

- We amended this Disclosure Brochure to disclose a conflict of interest associated with a forgivable loan involving owners of our firm. Please refer to Item 9 (Additional Information -- see *Client Referrals and Other Compensation sub-section*) of this Disclosure Brochure for more information.

If you have any questions about this disclosure, please contact Eric Munkeby, Chief Compliance Officer, at 952-474-6933.

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Item 4 Services, Fees, and Compensation

Description of Firm

Munkeby Kramer is a registered investment adviser based in Hopkins, Minnesota and Bend, Oregon. We are organized as a limited liability company ("LLC") under the laws of the State of Minnesota. We have been providing investment advisory services since 2017. Our firm is directly owned by: Munkeby Financial, Inc. (owned by Eric J. Munkeby and Kenneth J. Kramer); and, Eagle Wealth Management, Inc. (owned by Chad E. Staskal and Cambrianne Staskal).

As used in this Disclosure Brochure, the words "we," "our," and "us" refer to Munkeby Kramer and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person in this Disclosure Brochure. Our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

Wrap Fee Program - Portfolio Management Services

We offer portfolio management services through a wrap-fee program ("Program") as described in this Wrap Fee Program Brochure. We are the sponsor, portfolio manager, and investment adviser for the Program. A wrap-fee program is a type of investment program that provides clients with portfolio management services for one fee that covers portfolio management services and related transaction costs. At our discretion, we will provide complimentary financial planning and consulting services to clients participating in the Program. Prior to becoming a client under the Program, you will be required to enter into a written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

Portfolio management services are offered on either a discretionary or non-discretionary basis where the investment advice is tailored to meet your individual circumstances and investment objectives. These services include an initial discovery consultation, ongoing review consultations, as may be agreed, to discuss your unique financial situation and changing needs over time. We will ask that you complete certain investor questionnaires and/or on-boarding forms to assist us in gathering information about your financial needs and circumstances. This would include your investment experience, investment objectives, time horizon, liquidity needs, risk tolerance, tax circumstances, and various other financial factors necessary for us to develop a complete investor profile. Based on our evaluation of the foregoing factors, we will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing. If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s).

As part of our portfolio management services, and depending on your individual needs, we may create a custom portfolio and/or we may invest your assets according to one or more model portfolios aligned with your investment objectives. Additionally, we may also use one or more third party asset managers ("TPAM") to manage a portion of your account on a discretionary basis, in which case we will regularly monitor the performance of your account(s) managed by the TPAM. We will generally have the ability to select and/or modify the appointed TPAM without your prior approval (in other words, the ability to

hire or fire the TPAM). To the extent we use a TPAM, such TPAM may charge fees that are separate and apart from our fees, and are not covered by our firm's Wrap Program Fee. All terms of your advisory engagement, including any TPAM fees, will be evidenced in a written agreement.

In instances where we use a TPAM, such services are generally provided to you primarily through an asset management program sponsored by SEI Investments Management Corporation, and its affiliates, SEI Private Trust Company and SEI Global Services, Inc. (collectively, "SEI"). Our agreement with SEI allows us to offer SEI's "Mutual Fund Models Program," "Managed Account Program," and "Custody-Only Program," among others, to you (collectively, the "SEI Programs"), bundled together with SEI's custodial and execution services. Our arrangement with SEI further provides us with a variety of account, performance, due diligence, research and risk management tools and administrative services that enable us to more efficiently deliver advisory services to you. We recommend that you carefully review SEI's Form ADV Part 2A ("Firm Brochure") for a complete description of each of the SEI Programs. Our firm may recommend other TPAMs as may be appropriate based on each client's individual circumstances.

Changes in Your Financial Circumstances

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g., attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. It is your responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

The Wrap Program Fee

We charge an annual "wrap-fee" for participation in the Program where you will pay our firm a single fee, which includes portfolio management fees and transaction costs. Where we recommend a third party asset manager ("TPAM"), clients will generally pay a fee to that TPAM that is separate and apart from our advisory fee. In other words, the TPAM's fee is not covered by our Wrap Program Fee. To the extent we recommend that you use a TPAM, such TPAM fees will be disclosed to you prior to such engagement. In special circumstances, and in our sole discretion, we may negotiate a lesser management fee based upon certain criteria (i.e., use of a TPAM, anticipated future earning capacity, dollar amount of assets to be managed, related accounts, account composition, pre-existing client relationship, account retention, etc.).

Our annual fee is based on a percentage of assets under management as set forth in the following tiered fee schedule:

Assets Under Management	Maximum Annual Fee
\$0 - \$1,000,000	2.00%
\$1,000,001 - \$4,999,999	1.50%
Over \$5,000,000	1.00%

This fee schedule is a non-blended tiered fee scheduled, which means that your total assets under management will determine the annual fee break point and corresponding fee that you will pay. The annual fee is typically billed in monthly or quarterly installments, in arrears, based on the average daily balance of your account during the billing period. If the portfolio management agreement is executed at any time other than the first day of a calendar month or quarter, our fees will apply on a pro rata basis,

which means that the advisory fee is payable in proportion to the number of days in the month or quarter for which you are a client. In certain circumstances, we may agree to negotiate other fee paying arrangements.

As a client, you should be aware that the wrap fee charged by our firm may be higher (or lower) than those charged by others in the industry, and that it may be possible to obtain the same or similar services from other firms at lower (or higher) rates. A client may be able to obtain some or all of the types of services available through our firm's wrap fee program on an individual basis through other firms and, depending on the circumstances, the aggregate of any separately paid fees may be lower or higher than the annual fees shown above.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

Withdrawal of Assets

You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

Payment of Fees

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account, and you should review all statements for accuracy. If you have any questions about the statement(s) you receive from the qualified custodian, call our main office number located on the cover page of this Disclosure Brochure.

Termination of Advisory Relationship

You may terminate the wrap fee program agreement upon 7 days written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the wrap fee program agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client.

Upon termination of accounts held at your acting qualified custodian, they will deliver securities and funds held in the account per your instructions unless you request that the account be liquidated. After the wrap fee program agreement has been terminated, transactions are processed at the prevailing brokerage rates/fees. You become responsible for monitoring your own assets and our firm has no further obligation to act upon or to provide advice with respect to those assets.

Wrap Fee Program Disclosures

- The benefits under a wrap fee program depend, in part, upon the size of your account, the management fee charged, and the number of transactions likely to be generated in your account. For example, a wrap fee program may not be suitable for accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the Program Fee with the amounts that would be charged by other registered investment advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under this Wrap Fee Program.

- In considering the investment programs described in this Disclosure Brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers / custodians.
- Similar advisory services may be available from other registered investment advisers for lower fees.

Additional Fees And Expenses

The Wrap Program Fee includes the costs of brokerage commissions for transactions executed through the qualified Custodian (or a broker-dealer designated by the qualified Custodian). The Program Fee does not include mark-ups and mark-downs, dealer spreads or other costs associated with the purchase or sale of securities, interest, taxes, or other costs, such as national securities exchange fees, charges for transactions not executed through the qualified Custodian, costs associated with exchanging currencies, wire transfer fees, or other fees required by law or imposed by third parties. Your account(s) will be responsible for these additional fees and expenses. In addition, our Wrap Program Fee does not include the fees imposed by any third party asset managers used to manage your account(s) -- please see the disclosure above for more information.

The wrap program fees that you pay to our firm are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others.

We may trade client accounts on margin. Each client must sign a separate margin agreement before margin is extended to that client account. Fees for advice and execution on these securities are based on the total asset value of the account, which includes the value of the securities purchased on margin. While a negative amount may show on a client's statement for the margined security as the result of a lower net market value, the amount of the fee is based on the absolute market value. This creates a conflict of interest where we may have an incentive to encourage the use of margin to create a higher market value and therefore receive a higher fee. The use of margin may also result in interest charges in addition to all other fees and expenses associated with the security involved.

To the extent we use or recommend mutual funds as part of your portfolio, we will generally use or recommend no-load mutual funds.

Brokerage Practices

If you participate in the Program, you will be required to establish an account with an unaffiliated, independent qualified custodian (whether one or more, the "Custodian") that is an SEC-registered broker-dealer and FINRA member. We generally require clients to establish a custodial account with a Custodian that has been approved by our firm, such as: TD Ameritrade Institutional, a division of TD Ameritrade Inc. ("TD Ameritrade"); and/or, SEI Private Trust Company ("SEI"), among others. While we recommend that you use TD Ameritrade and/or SEI, you will decide whether to do so and will open your account with the respective Custodian by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not direct our firm to execute transactions through a Custodian approved by our firm, we reserve the right to not accept your account. To the extent we agree to approve a Custodian directed by you, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer / custodian that offers the same types of services. We believe that our approved Custodians provide quality execution services based on several factors, including, but not limited to, the ability to provide professional services, reputation, experience and financial stability.

We do not have any soft dollar arrangements with your respective Custodian, but as a registered investment adviser we will have access to the institutional platform of your Custodian. As such, we may have access to research products and services from your Custodian. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platforms of these firms, and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by a particular Custodian / broker-dealer for a particular transaction or set of transactions may be greater than the amounts another Custodian / broker-dealer who did not provide research services or products might charge.

In some instances we may have the ability to purchase no-transaction cost mutual funds and/or ETFs. Since we absorb any transaction costs associated with your account(s) as part of the Program, we may have a financial incentive to use such mutual funds and/or ETFs. In efforts to mitigate this conflict, we provide this disclosure. Our firm and investment adviser representatives are fiduciaries, and will always act in our client's best interest.

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

We may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Participants in this Program will not pay any portion of the transaction costs in addition to the Wrap Program Fee. Accounts owned by our firm or persons associated with our firm will not participate in block trading with your accounts. To the extent we combine multiple orders (block trade), we will only do so for accounts managed on a discretionary basis.

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, and the internal policies of the client's acting Custodian, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

Assets Under Management

As of December 31, 2018, we provide continuous management services for \$237,148,675 in clients' assets on a discretionary basis, and \$1,357,448 in clients' assets on a non-continuous basis.

Item 5 Account Requirements and Types of Clients

We typically offer investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, charitable organizations and corporations or other businesses.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we reserve the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively. In instances where we use a third part asset manager that imposes a minimum account size, we will disclose such requirements to you.

Item 6 Portfolio Manager Selection and Evaluation

We are the sponsor and sole portfolio manager for the Program. Please refer to the *Services, Fees, and Compensation* section for additional disclosures on costs associated with your participation in the Program.

Performance-Based Fees and Side-by-Side Management

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Methods of Analysis, Investment Strategies and Risk of Loss

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Technical Analysis - involves studying past price patterns, trends, and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

Risk: The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

Risk: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Modern Portfolio Theory (MPT) - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

Risk: Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

Risk: Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if

the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

Risk: If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Option Writing - a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells a call option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. When an investor sells a put option, he or she must pay the strike price per share if the buyer exercises the option, and will receive the specified number of shares. The option writer/seller receives a premium (the market price of the option at a particular time) in exchange for writing the option.

Risk: Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not generally our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Moreover, custodians and broker-dealers must report the cost basis of equities acquired in client accounts. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Other Risk Considerations

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for people who are retired, or are nearing retirement.

We recommend various types of securities and we do not primarily recommend one particular type of security over another since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment. A description of the types of securities we may recommend to you and some of their inherent risks are provided below.

Recommendation of Particular Types of Securities

We primarily offer advice on equities securities, bonds, mutual funds, closed-end funds, and/or exchange traded funds. However, we may advise on other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

Stocks (equities securities): There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Bonds: Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

Mutual Funds and Exchange Traded Funds: Mutual funds and exchange traded funds ("ETFs") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end." So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares that trade between investors in the secondary market.

Proxy Voting

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

Item 7 Client Information Provided to Portfolio Managers

Your Privacy

In order to provide the Program services, we will share your private information with your account custodian. We may also provide your private information to mutual fund companies and/or private managers as needed. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy policy as described below.

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to non-public personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

If you decide to close your account(s) we will adhere to our privacy policies, which may be amended from time to time.

If we make any substantive changes in our privacy policy that would further permit or require disclosures of your private information, we will provide written notice to you. Where the change is based on permitted disclosures, you will be given an opportunity to direct us as to whether such disclosure is acceptable. Where the change is based on required disclosures, you will only receive written notice of the change. You may not opt out of the required disclosures.

If you have questions about our privacy policies contact our main office at the telephone number on the cover page of this brochure and ask to speak to the Chief Compliance Officer.

Item 8 Client Contact with Portfolio Managers

Without restriction, you should contact our firm or your advisory representative directly with any questions regarding your Program account. You should contact your advisory representative with respect to changes in your investment objectives, risk tolerance, or requested restrictions placed on the management of your Program assets.

Item 9 Additional Information

Disciplinary Information

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. We do not have any required disclosures under this item.

Other Financial Industry Activities and Affiliations

Registration with Broker-Dealer

Investment Advisor Representatives of our firm may be registered representatives with United Planners' Financial Services of America ("United Planners"), a securities broker-dealer, and member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. These persons will earn commission-based compensation for executing securities transactions on your behalf in their separate capacity as registered representatives of United Planners.

Licensed Insurance Agents

Investment Advisor Representatives of our firm may also be licensed as insurance agents. These persons will earn commission-based compensation for selling insurance products, and such compensation is separate from our advisory fees.

Disclosure

Compensation earned by these persons in their separate capacities as registered representatives and/or licensed insurance agents is separate and in addition to our advisory fees. These practices present a conflict of interest because investment adviser representatives of our firm who are registered representatives and/or licensed insurance agents may have a financial incentive to effect securities transactions on your behalf and/or sell insurance products to you. Our firm and investment adviser representatives serve as fiduciaries and we will act in each client's best interest. Clients are under no obligation, contractually or otherwise, to purchase securities and/or insurance products through any person affiliated with our firm.

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this Brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. Additionally, these associated persons may or may not have similar investment objectives as our clients. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Review of Accounts

The investment adviser representative assigned to your account will be responsible for monitoring your accounts on an ongoing basis and will conduct account reviews at least annually to ensure the advisory services provided to you are consistent with your investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to: contributions and withdrawals; year-end tax planning; market moving events; security specific events; and/or, changes in your risk/return objectives. The individuals conducting reviews may vary from time to time, as personnel join or leave our firm.

Clients will receive trade confirmations and at least quarterly statements from their account custodian (TD Ameritrade, SEI, etc.). Upon client request and at our discretion, we may also provide performance reports.

Client Referrals and Other Compensation

We do not receive any compensation from any third party in connection with providing investment advice to you nor do we compensate any individual or firm for client referrals.

Our firm, through its owners that are also registered representatives of United Planners Financial Services ("UP"), has received financial transition support from UP in the form of a loan that may be forgiven over time depending on the length of their tenure with UP ("Transition Assistance"). This loan may be used for, but not necessarily limited to, offsetting costs such as ACAT fees, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees. Because of this economic benefit, our firm and associated persons have a conflict of interest in recommending to clients that they use UP for broker-dealer related services. In efforts to mitigate this conflict of interest, any recommendations to use UP for broker-dealer services will only be made if in the best interest of each individual client.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

Financial Information

The following are disclosures required by the Form ADV Instructions:

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this Disclosure Brochure. We have not filed a bankruptcy petition at any time in the past ten years.

The owners of our firm (Munkeby Financial, Inc. and Eagle Wealth Management, Inc.) have existing forgivable loans with United Planners for advertising and marketing changes resulting from our transition to an independent Registered Investment Adviser. This arrangement presents a conflict of interest that must be disclosed. Specifically, investment adviser representatives of our firm are also registered representatives of United Planners, and such persons may be influenced to recommend United Planners for certain brokerage services. In efforts to mitigate this conflict, we provide this disclosure. Our firm and its investment adviser representatives are fiduciaries and will always act in our client's best interest.

Item 10 Requirements for State-Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.