



Form ADV Part 2A – Disclosure Brochure

Effective: March 14, 2024

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Cook Wealth, LLC (“Cook Wealth” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (919) 784-9100.

Cook Wealth is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through Cook Wealth to assist you in determining whether to retain the Advisor.

Additional information about Cook Wealth and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 170372.

Cook Wealth, LLC
4101 Lake Boone Trail, Suite 200
Raleigh, NC 27607
Phone: (919) 784-9100 * Fax: (919) 784-9101
www.cookwealth.com

Item 2 – Material Changes

Form ADV 2 is divided into two parts: Part 2A (the "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Cook Wealth.

Cook Wealth believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Cook Wealth encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Cook Wealth.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching for the Advisor's firm name or CRD# 170372. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (919) 784-9100.

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Item 4 – Advisory Services

A. Firm Information

Cook Wealth, LLC (“Cook Wealth” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the State of North Carolina in 2004. Cook Wealth’s advisory practice was initially formed in 1984 as an independent advisory practice and became a registered investment advisor in 2014. Cook Wealth is owned and operated by Brian J. Cook, CFP®. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Cook Wealth. For information regarding this Disclosure Brochure, please contact Kimberly A. Hoffman, Chief Compliance Officer, at (919) 784-9100 or by email at khoffman@cookwealth.com.

B. Advisory Services Offered

Cook Wealth offers investment advisory services to individuals, high net worth individuals, and retirement plans (each referred to as the “Client”).

The Advisor serves as a fiduciary to the Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Cook Wealth’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Cook Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and financial planning services. Cook Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to develop a tailored portfolio strategy. Cook Wealth will then construct the portfolio, consisting of mutual funds and/or exchange-traded funds (“ETFs”), to achieve the Client’s investment goals. The Advisor may also utilize individual stocks and bonds to meet the needs of its Clients.

Cook Wealth’s investment approach is primarily long-term focused, but the Advisor may buy, sell or reallocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Cook Wealth integrates tax management into its investment process which also drives holding periods. Cook Wealth will construct, implement, and monitor the portfolio to ensure it meets the goals, objectives, circumstances, tax situation, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Cook Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Cook Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Cook Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Cook Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance. Prior to rendering investment advisory services, Cook Wealth will ascertain, in conjunction with the Client, the Client’s financial situation, risk tolerance, and investment objective[s].

At no time will Cook Wealth accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the agreement, please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Use of Independent Managers – Cook Wealth may recommend to Clients that all, or a portion of their investment portfolio, be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s].

Cook Wealth serves as the Client’s primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Cook Wealth will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. Cook Wealth will continue to provide oversight of the Client’s account[s] and ongoing monitoring of the activities of these unaffiliated parties. The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of that party. Cook Wealth does not receive any compensation from these Independent Managers or Investment Platforms other than Cook Wealth’s investment advisory fee (described in Item 5).

Participant Account Management- As part of the Advisor’s Investment Management Services, when appropriate, the Advisor will use a third-party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows the Advisor to avoid being considered to have custody of Client funds since the Advisor does not have direct access to Client log-in credentials to affect trades. The Advisor is not affiliated with the platform in any way and do not receive compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. Once Client account(s) is connected to the platform, the Advisor will review the current account allocations. When deemed necessary, the Advisor will rebalance the account considering client investment goals and risk tolerance, and changes in allocations will take into account current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account(s) will be reviewed at least quarterly and allocation changes will be made as deemed necessary.

Financial Planning Services

Cook Wealth will typically provide a variety of financial planning services to individuals and families as part of its investment management services, but these services are also offered separately for an additional fee pursuant to the written agreement. Services are offered in several areas of a Client’s financial situation depending on their goals, objectives, and financial situation. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need including, but not limited to investment planning, retirement planning, personal savings, education savings, and other areas of a Client’s financial situation. The Advisor also offers tax planning and preparation services.

A financial plan or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, and establish education savings and/or charitable giving programs. Cook Wealth may also refer Clients to an internal accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client’s financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Retirement Plan Advisory Services

Cook Wealth provides 3(21) retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in

meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Investment Oversight Services (ERISA 3(21))
- Ongoing Investment Recommendation and Assistance

These services are provided by Cook Wealth serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Cook Wealth's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging Cook Wealth to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority, and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy Statement – Cook Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Cook Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial/tax situation and tolerance for risk for each Client.
- Portfolio Construction – Cook Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Cook Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Cook Wealth does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Cook Wealth. Client transaction costs and other fees are described in Item 5 below.

E. Assets Under Management

As of December 31, 2023, Cook Wealth manages \$474,989,160 in assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements that detail the responsibilities of Cook Wealth and the Client.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly by the Client pursuant to the terms described in Schedule A of the Investment Advisory Agreement between the Client and Cook Wealth. Investment advisory fees are based on the fair market value of assets under management at the end of the calendar quarter as provided by the Client's designated Custodian indicated on Schedule A of the Investment Advisory Agreement. Investment advisory fees range up to 2.50% annually and are negotiable depending on the size, nature, and complexity of the Client relationship.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Use of Independent Managers

Client account[s] implemented through an Independent Manager will be billed in accordance to the separate agreement[s] with the respective parties. The Independent Manager may assume responsibility for calculating and deducting its fee it from the Client's account[s].

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.50% and are negotiable depending on the size and complexity of the Plan. Fees are payable quarterly in arrears of each calendar quarter.

Financial Planning Services

An initial financial planning fee or ongoing retainer may be collected, not to exceed 0.25% of Client's net worth or \$7500, whichever is greater. This fee is generally collected in a single installment or on a quarterly basis. Fixed fees are negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. The Advisor may also provide financial planning services on an hourly basis at a rate of up to \$1,000 per hour. Financial planning fees are negotiable depending on the nature and complexity of the Client engagement and may be waived or reduced at the Advisor's sole discretion. Complex projects for Clients may also be subject to an hourly fee. An estimate for total hours and/or total costs will be determined prior to establishing the advisory relationship. Cook Wealth also offers financial planning services on a fixed fee basis which are negotiated based on the expected effort to complete the engagement.

B. Fee Billing

Investment Management Services

For accounts held at Charles Schwab & Co., Inc. ("Schwab"), investment advisory fees are calculated quarterly by the Advisor or its delegate and directly deducted from the Client's account[s] at the Custodian pursuant to the terms of the signed Investment Advisory Agreement. The Advisor or its delegate shall submit billing instructions to the Custodian indicating the advisory fees to be deducted from the Client's account[s] at the beginning of the respective calendar quarter. Advisory fees are calculated by applying the quarterly rate (annual rate divided by 4) to the prior quarter-end fair market value and billed pursuant to the terms in Schedule A of the Investment Advisory Agreement. Contributions to and withdrawals from the Account(s) during the current quarter will result in a fee adjustment during the next billing quarter. The investment advisory fee in the first quarter of the engagement is prorated from the inception date to the end of the first quarter. The Client authorizes the Advisor to deduct investment advisory fees on the Custodian's account opening paperwork and the signed Investment Advisory Agreement.

For accounts held at other Custodians, investment advisory fees are calculated by the Custodian based on the quarter-end security valuations as provided by Client's designated Custodian pursuant to the terms of the Investment Advisory Agreement and its Schedule A (or Supplement to Schedule A). The Custodian will deduct investment advisory fees from the Client's Account(s) and remit payment to the Advisor. The Client authorizes the Custodian to deduct fees through a signed agreement between the Custodian and the Client. The Advisor does not have custody or access to a Client's account[s] to directly deduct fees held at other Custodians.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's statement. Clients provide written authorization permitting advisory fees to be directly deducted by Cook Wealth or by Custodian from their account[s] held by the Custodian as part of the signed Investment Advisory Agreement and/or separate account opening paperwork as provided by the Custodian.

Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance with the separate agreement[s] with the respective parties.

Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan depending on the terms of the retirement plan advisory agreement.

Financial Planning Services

Initial plan and one-time fees are paid in advance or within six months. Ongoing fees are paid quarterly in arrears. The Advisor does not collect advance fees of \$500 or more for services that will be performed over a period of 180 days or more. In such instances, fees are billed either for a period of less than 180 days or in arrears.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Cook Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities

transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The investment advisory fee charged by Cook Wealth is separate and distinct from these custody and execution fees.

In addition, all fees paid to Cook Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Cook Wealth but would not receive the services provided by Cook Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives.

Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Cook Wealth to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management Services

Cook Wealth is compensated for its investment management services in advance of the quarter before investment advisory services are rendered for most Accounts. Either party may terminate the investment advisory agreement with Cook Wealth, at any time, by providing advance written notice to the other party ("date of termination"). The Client shall be responsible for investment advisory fees up to and including the date of termination. Unless otherwise specified, any unearned, prepaid fees will be refunded to the Client's Account(s) for the days from date of termination through the end of the current quarter. Upon a Client's death, any unearned, prepaid fees may be refunded to the Client's Account(s) by the Advisor for the days after the date Cook Wealth was notified of the Client's death through the end of the current quarter.

Neither the Client nor the Advisor may assign, convey, or otherwise transfer any of their rights, obligations, or interests under the investment advisory agreement without the prior consent of the other party.

Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. Cook Wealth will assist the Client with the termination and transition as appropriate.

Retirement Plan Advisory Services

Cook Wealth is compensated for its services at the end of the calendar quarter after advisory services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

Initial financial planning services may be payable at the time the Client enters into the Agreement with the Advisor. Ongoing financial planning services are generally billed quarterly in arrears. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. In addition, the Client may also terminate the agreement within five (5) days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid financial planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Cook Wealth does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account other than the investment advisory fees noted above.

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

Cook Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Cook

Wealth are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Cook Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Cook Wealth primarily offers investment advisory services to individuals, high net worth individuals, and retirement plans. The number of clients and assets under management for each type of Client are available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Cook Wealth generally does not impose a minimum account size for establishing a relationship.

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

A. Methods of Analysis

Cook Wealth primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Cook Wealth is conducted internally to develop the Cook Wealth investment process. Information is obtained from numerous sources, including financial media companies, third-party research materials, Internet sources, and research prepared by other firms. Cook Wealth generally employs a long-term investment strategy for its Clients as consistent with their financial goals. Cook Wealth will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Cook Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector, or asset class.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value. Clients should be prepared to bear the potential risk of loss. Cook Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of an ETF is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on

the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of a mutual fund is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Risks That Apply Primarily to ESG Strategies

Environmental, Social, and Governance (ESG) investing may include additional risks. For example, ESG or sustainable investing strategies, including ESG mutual funds and ETFs (ESG Strategies) may limit the types and number of investment opportunities and, as a result, could underperform other strategies that do not have an ESG or sustainable focus. ESG Strategies may invest in securities or industry sectors that underperform the market as a whole or underperform other strategies screened for ESG standards. ESG Strategies can be more concentrated in particular industries or sectors that share common characteristics and are often subject to similar business risks and regulatory burdens. Because investing on the basis of sustainability/ESG criteria can involve qualitative and subjective analysis, there can be no assurance that the methodology utilized by, or determinations made by, an investment manager will align with the beliefs or values of the Client.

ESG Strategies can follow different approaches to ESG investing. For example, some ESG Strategies select companies based on positive ESG characteristics while others may apply negative screens in order to exclude certain investments. Such investment strategies may also offer the ability to exclude particular sectors or industries from a portfolio. Restrictions and exclusions can affect the investment manager's ability to make investments or take advantage of opportunities that may be available to clients that do not choose similar restrictions and, as a result, investment performance could suffer. Issuer screening aims to screen companies (issuers) with revenue derived from the restricted category selected by the client, but it does not exclude all companies with any tie or revenue derived from such restricted category. Additionally, issuer screening is performed by a third-party provider, such as MSCI or a third-party investment manager, and Cook Wealth does not independently verify or guarantee the accuracy of it. Accordingly, it is possible for the client's portfolio to hold investments in companies that derive some revenue from a restricted category. Any faith-based restrictions will exclude multiple categories selected by a third-party provider based generally on the values and norms of such groups; however, such restrictions may not completely represent or fully align with the client's values or religious beliefs.

ESG or sustainable investing is not a uniformly defined concept and scores or ratings may vary across data providers that use similar or different screens based on their process for identifying ESG issuers. The companies selected as demonstrating positive ESG characteristics may not be the same companies selected by other investment managers that use similar ESG screens or methodologies. In addition, companies selected might not exhibit positive or favorable ESG characteristics. ESG investing practices differ by asset class, country, region, and industry and are constantly evolving, and a company's ESG practices and Cook Wealth's assessment of such practices can change over time.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Cook Wealth Advisory Persons. Cook Wealth values the trust Clients place in the Advisor. The Advisor encourages you to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisors firm name or CRD## 170372.

Item 10 – Other Financial Industry Activities and Affiliations

Accounting and Tax Planning/Preparation Services

Cook Wealth offers accounting, tax planning, tax preparation, and entrepreneurial services to its Clients. These services may include bookkeeping, outsourced accounts payable processing, business financial modeling, consulting, due

diligence analysis, tax planning, and tax preparation. Certain services may be inherently included as a part of the overall investment process. Generally, however, these services are provided as a separate service and fee which are based on the unique needs of each Client. Services are billed on a fixed-fee arrangement that is determined by the scope of work depending on the size, nature, and complexity of the client relationship. Clients are not obligated to engage the Advisor for these services in order to have an advisory relationship with Cook Wealth.

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

A. Code of Ethics

Cook Wealth has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with Cook Wealth (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. Cook Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Cook Wealth Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (919) 784-9100.

B. Personal Trading with Material Interest

Cook Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Cook Wealth does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Cook Wealth does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Cook Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must disclosed and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Cook Wealth have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades or by trading based on material non-public information. This risk is mitigated by Cook Wealth requiring the reporting of personal securities trades by its Supervised Persons on a quarterly basis. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Cook Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. At no time will Cook Wealth, or any Supervised Person of Cook Wealth, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Cook Wealth does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Cook Wealth to direct trades to the Custodian as agreed in the investment advisory agreement. Further, Cook Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Cook Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for execution and/or custodial services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Cook Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Cook Wealth will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. (“Schwab”), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client’s “qualified custodian”. Cook Wealth maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14 below.)

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealer/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **Cook Wealth does not participate in soft dollar programs sponsored or offered by any custodian but does receive economic benefits from Schwab. Please see Item 14 below.**

2. Brokerage Referrals - Cook Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis" where Cook Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]) Cook Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Cook Wealth will execute its transactions through the Custodian as directed by the Client. Cook Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Investment in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Cook Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13A, each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Cook Wealth if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive statements no less than quarterly from the Custodian. These statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Cook Wealth

As disclosed under Item 12 above, Advisor participates in Schwab's institutional customer program and Advisor may recommend Schwab to Clients for custody services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to Schwab 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 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 Advisor by third party vendors. Schwab may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by Schwab through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at Schwab. Other services made available by Schwab are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to Schwab. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of Schwab for custody services.

Participation in Institutional Advisor Platform

Cook Wealth has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Cook Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Cook Wealth receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to Cook Wealth that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Cook Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Tax Preparation and Planning Services

Cook Wealth offers tax preparation and planning services to Clients. This service is offered for a separate fee. Details of these services are included in Item 10 – Other Financial Industry Activities and Affiliations.

B. Compensation for Client Referrals

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor, and shall not result in any additional charge to the Client.

Item 15 – Custody

All Clients must place their assets with a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct Cook Wealth to utilize that Custodian for the Client's security transactions. Clients are

provided with statements by the Custodian at least quarterly. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Where the Advisor has authority to move cash or securities from one account to another account, Cook Wealth avoids additional regulatory requirements for these assets. The Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Cook Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Cook Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Cook Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Cook Wealth does not accept proxy-voting responsibility for any Client. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Cook Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Cook Wealth to meet all obligations to its Clients. Neither Cook Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Cook Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 for services to be performed six months or more in advance.

Privacy Policy

Effective Date: March 14, 2024

Our Commitment to You

Cook Wealth, LLC ("Cook Wealth" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Cook Wealth (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Cook Wealth does not sell your non-public personal information to anyone, nor do we provide such information to others except for discreet and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage, and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Cook Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Cook Wealth or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Cook Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

Massachusetts	In response to Massachusetts law, the Client must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client’s execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
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Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically, we may revise this Policy and provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (919) 784-9100.