SUMMIT HILL

WEALTH MANAGEMENT

This brochure provides information about Summit Hill Wealth Management, LLC dba Summit Hill Wealth Management ("Summit Hill Wealth Management", "Advisor" or "Firm") qualifications and business practices. If you have any questions about the contents of this brochure, please contact us at (720)759-4949 or by email at ewalters@SummitHillWealth.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any State Securities Authority.

Additional information about Summit Hill Wealth Management is also available at the SEC's website www.adviserinfo.sec.gov (select "investment adviser firm" and type in our firm name or our CRD # 296740). Results will provide you both Part 1 and 2 of our Form ADV.

We are a registered investment advisory firm. Our registration does not imply any level of skill or training. The oral and written communications we provide to you, including this brochure, are for you to evaluate us. Please use this information as factors in your decision to hire us or to continue our business relationship.

ADV PART 2 A: FIRM BROCHURE

FEBRUARY 14, 2024

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ITEM 2 – MATERIAL CHANGES

This update is in accordance with the required annual update for Registered Investment Advisors. Since the last filing of this brochure on February 27, 2023, the following has been updated:

- Item 4 has been updated to disclose the most recent calculation for client assets under management.
- Item 5 financial planning fees have been updated.

This Firm Brochure being delivered is the complete brochure for the Firm.

ITEM 3 - TABLE OF CONTENTS

ITEM 4 - ADVISORY BUSINESS

Summit Hill Wealth Management, LLC "Summit Hill Wealth Management" formerly known as SilverCrest Wealth Planning, LLC became licensed to do business in May 2018 in the State of Colorado. Our main office is located in Greenwood Village, Colorado. Eric Walters CFA®, CFP® owns 51% and Michelle Walters owns 49%.

INVESTMENT MANAGEMENT SERVICES

Summit Hill Wealth Management offers discretionary asset management services to advisory Clients. We work with our clients to identify their investment goals and objectives as well as risk tolerance in order to create an initial portfolio allocation designed to complement their clients' financial goals and objectives. The Client will authorize Summit Hill Wealth Management discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

When deemed appropriate for the Client, Summit Hill Wealth Management may hire Sub-Advisors to manage all or a portion of the assets in the Client account. Summit Hill Wealth Management has full discretion to hire and fire Sub-Advisors as they deem suitable. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and Summit Hill Wealth Management. Sub-Advisors execute all trades on behalf of Summit Hill Wealth Management in Client accounts. Summit Hill Wealth Management will be responsible for the overall direct relationship with the Client. Summit Hill Wealth Management retains the authority to terminate the Sub-Advisor relationship at Summit Hill Wealth Management's discretion.

ERISA PLAN SERVICES

Summit Hill Wealth Management provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. Summit Hill Wealth Management acts as either a 3(21) or 3(38) advisor for ERISA plans.

Limited Scope ERISA 3(21) Fiduciary. Summit Hill Wealth Management may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. As an investment advisor Summit Hill Wealth Management has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using Summit Hill Wealth Management can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:
   - Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. Summit Hill Wealth Management acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
   - Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
   - Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
   - Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
   - Meet with Client on a periodic basis to discuss the reports and the investment recommendations.
2. Non-fiduciary Services are:
   - Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands Summit Hill Wealth Management's assistance in education of the Plan participants shall be consistent with and within the scope of the

Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, Summit Hill Wealth Management is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. Advisor will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.
- Provide consulting and recommendations on the retirement plan design and features
- Assist the client in reviewing vendor fees and services by collecting proposals from alternative providers
- Create investment models for plan participants based on risk tolerance
- Assist the client in resolving issues with plan administration by coordinating with plan vendors

Summit Hill Wealth Management may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Advisor and Client.

3. Summit Hill Wealth Management has no responsibility to provide services related to the following types of assets ("Excluded Assets"):
   - Employer securities;
   - Real estate (except for real estate funds or publicly traded REITs);
   - Stock brokerage accounts or mutual fund windows;
   - Participant loans;
   - Non-publicly traded partnership interests;
   - Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
   - Other hard-to-value or illiquid securities or property.

ERISA 3(38) Investment Manager. Summit Hill Wealth Management can also act as an ERISA 3(38) Investment Manager in which it has discretionary management and control of a given retirement plan's assets. Summit Hill Wealth Management would then become solely responsible and liable for the selection, monitoring and replacement of the plan's investment options.

1. Fiduciary Services are:
   - Summit Hill Wealth Management has discretionary authority and will make the final decision regarding the initial selection, retention, removal and addition of investment options in accordance with the Plan's investment policies and objectives.
   - Assist the Client with the selection of a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder.
   - Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan.
   - Provide discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).
2. Non-fiduciary Services are:
   - Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands Summit Hill Wealth Management's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, Summit Hill Wealth Management is not providing fiduciary advice as defined by ERISA to the Plan participants. Summit Hill Wealth Management will not provide investment advice concerning the prudence

of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.
- Investment Policy Statement Development
- Provide consulting and recommendations on the retirement plan design and features
- Assist the client in reviewing vendor fees and services by collecting proposals from alternative providers
- Create investment models for plan participants based on risk tolerance
- Assist the client in resolving issues with plan administration by coordinating with plan vendors

Summit Hill Wealth Management may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Summit Hill Wealth Management and Client.

3. Summit Hill Wealth Management has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to Summit Hill Wealth Management on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL PLANNING SERVICES

Summit Hill Wealth Management offers financial planning and consulting services for our clients. Our Wealth Journey financial planning services can be provided on a stand-alone basis, or in conjunction with our investment management services.

Summit Hill Wealth Management offers the following financial planning and on-going consulting services:

Essential Plan	**Elite Plan**
Retirement & Cashflow Plan	Retirement Plan
Risk Management	Risk Management
Investment Plan	Investment Plan
College Savings	College Savings
Estate Planning – review or introduction	Estate Planning – review or introduction
Tax Planning – review & project tax return	Tax Planning – review & project tax return
	Projection of future business value & exit options
	Scenario analysis for multiple options
	Executive Compensation Analysis
	Calculation of rates of return on alternative assets (e.g. business, real estate)
	Custom Analyses as needed

Financial planning services can vary and are customized depending on each client's level of complexity and circumstances. The financial planning services will be defined and agreed upon by both parties in advance. Our services are customized based on what a client may request. In addition, the amount of time it takes to provide these services is dependent on the quality and scope of the information that is provided by the client to the advisor.

If a conflict of interest exists between the interests of Summit Hill Wealth Management and the interests of the Client, the Client is under no obligation to act upon Summit Hill Wealth Management's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to affect the transaction through Summit Hill Wealth Management.

Financial plans are delivered between three and six months after we receive the necessary information depending on the scope and complexity of the work. This is contingent on the quality and timeliness of information we receive from clients.

CONSULTING SERVICES

Summit Hill Wealth Management provides a wide array of customized consulting services which may vary greatly in depth and scope and may be offered in a variety of different situations or circumstances that relate to your financial picture. We may consult with you regarding topics that are not covered under our general financial planning services or may not rise to the level of financial planning in the extent of data-gathering and breadth and depth of recommendations. We may consult on such items as a real estate purchase, a sale analysis or review of a financial account. The scope and cost of our consulting services are defined in writing prior to the engagement and will depend on the complexity of the situation. Consulting services will be offered to any client who the advisor deems to have circumstances that could be aided by our consulting services. Some factors in this determination may be the advisor's experience and level of expertise with the situation. Clients always have the right to decide whether to engage Summit Hill Wealth Management for consulting services.

ONGOING FINANCIAL CONSULTING SERVICES

Ongoing services may include:

- **Charitable Gift planning,** to help clients plan for an execute charitable gifts in a way that are consistent with their goals, desire for charitable impact, and tax planning.
- **Financial position planning,** consisting of allocating a Client's resources to optimize net worth, cash reserve, and cash flow;
- **Income tax planning,** addressing the general tax considerations for transactions and ownership structures;
- **Investment planning**, allocating a Client's investment portfolio in a way that is consistent with their goals, current financial situation, and risk tolerance;
- **Retirement planning,** applying strategies to help fund retirement, transition to retirement or ensure adequate retirement income;
- **Employee benefits planning,** developing strategies to take advantage of employer-sponsored benefit plans;
- **Business planning,** addressing financial planning needs as a business owner, which may include an analysis of business cash flow, business valuation, business tax planning, business benefits planning and business transition;
- **Education funding,** developing strategies to help fund the education of children, grandchildren or others. This may also include financial aid analysis.
- **Accumulation goals,** quantifying future goals and developing strategies to achieve them**;**
- **Protection needs,** analyzing needs in the event of death, disability, long-term care, protection from lawsuits, home/auto/umbrella coverage
- **Estate planning**, developing strategies to pass wealth to beneficiaries in an efficient manner, ensuring that powers of attorney and beneficiary designations are in place and appropriate.

- **Multi-generational Asset Transfer**, investment and financial coaching for family members, preparing family mission statements, preparing family strategic giving plans, and leading multi-generational family meetings.
- **Succession and Exit Planning**, planning for the transition or sale of a business.
- **Custom Service.**

Clients that participate in ongoing financial consulting can expect the following planning items to be addressed during the year depending on the type of plan. These agenda items may change based on the needs of each client.

Essential Plan	**Elite Plan**
3 Meetings per year	Quarterly Meetings
Quarter 1: Balance Sheet, Cash Flow, Retirement Plan	Quarter 1: Balance Sheet, Cash Flow, Retirement Plan, Business Valuation
Quarter 2: Risk Management, Investing, College	Quarter 2: Risk Management, Investing, Succession & Exit Planning
	Quarter 3: College, Goals, Estate Planning
Quarter 4: Estate Planning, Tax Planning	Quarter 4: Tax Planning

Ongoing services will continue from year to year unless cancelled by either party.

If a conflict of interest exists between the interests of Summit Hill Wealth Management and the interests of the Client, the Client is under no obligation to act upon Summit Hill Wealth Management's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Summit Hill Wealth Management. Ongoing services will continue from year to year unless cancelled by either party.

Summit Hill Wealth Management has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
$93,204,493	$0	12/31/2023

ITEM 5 – FEES AND COMPENSATION

INVESTMENT MANAGEMENT

Assets Under Management	Annual Fee	Quarterly Fee
First $1,000,000 ($0-$1,000,000)	1.10%	0.275%
Your next $2,000,000 ($1,000,000.01 - $3,000,000)	0.75%	0.1875%
Your next $2,000,000 ($3,000,000.01 - $5,000,000)	0.60%	0.15%
Your next $5,000,000 ($5,000,000.01 - $10,000,000)	0.50%	0.125%
Subsequent amounts ($10,000,000.01+)	0.45%	0.1125%

This is a blended fee schedule; the asset management fee is calculated by applying different rates to different portions of the portfolio. Summit Hill Wealth Management may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

For example (based on quarterly billing period): This is a blended fee schedule; the asset management fee is calculated by applying different rates to different portions of the portfolio. Summit Hill Wealth Management may group certain related Client accounts for the purposes of achieving the minimum account size and determining the

annualized fee.

For example, a Client with $2,500,000 under management would pay $5,562.50 on a quarterly basis.

AUM	Quarterly fee	Total
First $1,000,000	x 0.275% =	$2,750
Next $1,500,000	x 0.1875% =	$2,812.50
Grand total for the quarter		$5,562.50

Fees are negotiable. Fees may differ based on a number of factors:

- Size of the relationship
- Level and complexity of services needed – Accounts receiving more services may have higher fees.
- Trading activity and active portfolio management – actively managed accounts generally have higher fees than fixed income accounts, buy and hold portfolios, and mutual fund or exchange traded fund accounts.

Fees are billed quarterly in advance based on the amount of assets managed as of the close of business on the last business day of the previous quarter. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After five (5) business days, the Client may cancel by providing written notice to Summit Hill Wealth Management and Summit Hill Wealth Management may terminate advisory services with thirty (30) days written notice to the Client. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All unearned fees will be refunded to the Client. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported are valued at the last reported sale price on the principal market in which they are traded.

Compensation for our services will be calculated in accordance with what is set in the client agreement. We may modify the terms of any agreement by written changes submitted to the client for signature. Changes will not be effective until Summit Hill Wealth Management has received the signed agreement from the client. While we strive to maintain competitive fees, the same or similar services may be available from other firms at higher or lower fees.

If Summit Hill Wealth Management is authorized or permitted to deduct fees directly from the account by the custodian:

- Summit Hill Wealth Management will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- Summit Hill Wealth Management will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive monthly statements directly from the custodian which disclose the fees deducted.

Summit Hill Wealth Management may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. Summit Hill Wealth Management will enter into Sub-Advisor agreements with other registered investment advisor firms. When using Sub-Advisors, the Client will pay additional fees. The Sub-Advisors fees are exclusive of the fees charged by Summit Hill Wealth Management.

If there is insufficient cash in your account to pay your fees, securities in your portfolio may be sold to pay our fee. In addition to our fees, there may be custodial, mutual fund, 12b-1 fees or similar third-party management fees and charges.

You are responsible for the payment of all third-party fees (i.e. custodian fees, mutual fund fees, 12b-1 fees, transaction fees & commissions, etc.). Those fees are also separate and distinct from the fees we charge. Summit Hill Wealth Management does the best we can to minimize all fees and transaction costs.

All brokerage commissions, stock transfer fees, 12b-1 fees and other similar charges incurred in connection with transactions for the account will be paid out of the assets in the account and are in addition to the investment management fees paid to us. While we take measures to ensure the fees charged are accurate, it is your responsibility to ensure the amount of fee charged is correct. In addition to invoices and reports sent by us, you will receive statements directly from these custodians or mutual funds or other investments you hold. We strongly urge you to compare our invoices and reports to custodian statements for accuracy.

The investment advisory contract may be terminated by the client within five (5) days of signing the contract without incurring any advisory fees or penalty. Ongoing, Summit Hill Wealth Management or our clients can terminate our agreement upon receipt of written notice to the other party.

When an agreement is terminated, we will refund any pre-paid, unearned fees based on the number of days remaining in the quarter after termination. Refunds will be made within 30 days of the effective date of termination. If billing in arrears, Summit Hill Wealth Management will invoice for all earned fees as of the date of termination.

You will be responsible for paying all fees including full quarterly custodial administrative fees, account closure fees, mutual fund fees and all trading costs due to the termination. The custodian may assess additional fees for transfer of illiquid investments. If there is insufficient cash in the account, the liquidation of some securities may be used to pay the fees. Prior to termination of an agreement, we can provide a good-faith estimate of these fees.

Summit Hill Wealth Management does not accept commission for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets as follows:

Assets Under Management	3(21) Service Annual Fee	3(38) Service Annual Fee
First $0-$250,000	1.00%	1.05%
Next $750,000 ($250,001 - $1,000,000)	0.75%	0.80%
Next $4,000,000 ($1,000,000.01 - $5,000,000)	0.40%	0.40%
Next $5,000,000 ($5,000,000.01 - $10,000,000)	0.30%	0.30%
Subsequent amounts ($10,000,000.01+)	0.15%	0.15%

This is a blended fee schedule; the asset management fee is calculated by applying different rates to different portions of the portfolio. Summit Hill Wealth Management may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

For example (based on quarterly billing period): This is a blended fee schedule; the asset management fee is calculated by applying different rates to different portions of the portfolio. Summit Hill Wealth Management may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

For example, a 3(21) Service Client with $2,500,000 under management would pay $3,750 on a quarterly basis.

AUM	Quarterly fee	Total
First $250,000	x 0.25% =	$625
Next $1,000,000	x 0.1875% =	$1,875

Next $1,250,000	x 0.10% =	$1,250
	Grand total for the quarter	$3,750

For example, a 3(38) Service Client with $2,500,000 under management would pay $3,906.25 on a quarterly basis.

AUM	Quarterly fee	Total
First $250,000	x 0.2625% =	$656.25
Next $1,000,000	x 0.20% =	$2,000
Next $1,250,000	x 0.10% =	$1,250
	Grand total for the quarter	$3,906.25

Fees are negotiable. Fees may differ based on a number of factors:

- Size of the relationship
- Level and complexity of services needed – Accounts receiving more services may have higher fees.
- Trading activity and active portfolio management – actively managed accounts generally have higher fees than fixed income accounts, buy and hold portfolios, and mutual fund or exchange traded fund accounts.

The annual fee is negotiable and is charged as a percentage of the Included Assets. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, Summit Hill Wealth Management shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of Summit Hill Wealth Management for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees; however, the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. Summit Hill Wealth Management does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, Summit Hill Wealth Management will disclose this compensation, the services rendered, and the payer of compensation. Summit Hill Wealth Management will offset the compensation against the fees agreed upon under the Agreement.

FINANCIAL PLANNING FEES

Summit Hill Wealth Management charges a fixed fee of $3,000 for Essential plans and $6,000 for Elite plans. Prior to the planning process the Client will be provided an estimated plan fee.

Financial plans are delivered between three and six months after receiving the necessary information depending on the scope and complexity of the work. This is contingent on the quality and timeliness of information we receive from clients.

Fees for one-time financial planning are paid at the time of engagement of the financial planning agreement.

Financial Planning fees may be paid by personal check or the client may elect by written authorization to have their fee debited from investment management non-qualified accounts approved for such fee debit payments. In all instances, Summit Hill Wealth Management will send the client a written invoice including the fee, the formula used to calculate the fee(s) and the time period covered by the fee(s), and if applicable, the amount of assets on which the fee was based.

Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Summit Hill Wealth Management. Summit Hill Wealth Management reserves the right to waive

the fee should the Client implement the plan through Summit Hill Wealth Management.

Summit Hill Wealth Management does not take receipt of more than $500 in fees per client more than six (6) months in advance of the provision of services represented by the fees. Clients may terminate these contracts at any time. When an agreement is terminated, we will refund any pre-paid, unearned fees based on services not rendered. Refunds will be made within 30 days. If billing in arrears, Summit Hill Wealth Management will invoice for all earned fees as of the date of termination based on the services completed.

CONSULTING SERVICES FEES

Fees for consulting services are based on an hourly rate of $250 per hour. All fees will be disclosed to each client in writing prior to the engagement, and clients always have the right whether to engage Summit Hill Wealth Management for Consulting Services. The services may be billed at the time work is performed or at the completion of the work, although contracts may specify the total number of hours expected in total. Fees are due within ten (10) days of invoice. Consulting fees are negotiable. Consulting fees may be paid by personal check or the client may elect by written authorization to have their fee debited from investment management non-qualified accounts approved for such fee debit payments. In all instances, Summit Hill Wealth Management will send the client a written invoice including the fee, the formula used to calculate the fee(s) and the time period covered by the fee(s), and if applicable, the amount of assets on which the fee was based Clients may terminate these contracts at any time. When an agreement is terminated, we will refund any pre-paid, unearned fees based on hours billed in advance. Refunds will be made within 30 days of the effective date of termination. If billing in arrears, Summit Hill Wealth Management will invoice for all earned fees based on hours completed as of the date of termination.

ONGOING FINANCIAL CONSULTING FEES

Summit Hill Wealth Management charges a fixed fee for ongoing financial planning. Prior to the planning process the Client will be provided an estimated plan fee. The fee is based on the complexity of a Client's financial situation and the number of financial goals to be addressed.

The fixed annual fee for a client with an Essential plan will be $1,500 per year and for a client with an Elite plan it will be $3,000 per year paid quarterly in advance. Clients may pay fees by check. Fees for financial planning may be paid via check to be remitted by Client to Summit Hill Wealth Management or deducted from an account managed by Summit Hill Wealth Management. Client must approve in writing to have fees deducted from an account managed by Summit Hill Wealth Management. Services will continue from year to year unless cancelled by either party.

Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Summit Hill Wealth Management. Summit Hill Wealth Management reserves the right to waive the fee should the Client implement the plan through Summit Hill Wealth Management. Fees will continue from year to year unless cancelled by either party in writing.

Lower fees for comparable services may be available from other sources. If a conflict exists between the interests of the Advisor or its associated persons and the interest of the client, the client always has the right decide whether to act on any of the recommendations made by Summit Hill Wealth Management and if you elect to act on any of the recommendations, you have the right to effect the transactions through a professional unaffiliated with Summit Hill Wealth Management. Our fiduciary obligation is to always act and recommend in the clients' best interest.

ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Summit Hill Wealth Management does not charge advisory fees based on the performance in your account and therefore we do not engage in side by side management.

ITEM 7 - TYPES OF CLIENTS

Summit Hill Wealth Management generally provides asset management and financial planning services to the following types of clients:

- Individuals

- High-Net-Worth Individuals
- Charitable Organizations
- State or Municipal Government Entities

Summit Hill Wealth Management Minimum Account Size: Summit Hill Wealth Management has a $750,000 household minimum. Summit Hill Wealth Management reserves the right to accept households with less than $750,000.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

In determining the recommendations to give to you, we first gather and consider information regarding several factors including our client's:

- Current financial situation;
- Investment goals and objectives;
- Current and long-term needs;
- Tolerance and appetite for risk; and
- Level of investment knowledge.

Summit Hill Wealth Management uses multiple sources of information to obtain analysis and strategies. In addition to our own research our recommendations may also be obtained from research sources that include financial publications, research prepared by others, corporate rating services, prospectuses, company press releases, annual reports and regulatory filings.

Summit Hill Wealth Management's methods of analysis include Charting analysis, Cyclical analysis, Fundamental analysis, Modern portfolio theory, Quantitative analysis and Technical analysis.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

Quantitative analysis deals with measurable factors as distinguished from qualitative considerations such as the character of management or the state of employee morale, such as the value of assets, the cost of capital, historical projections of sales, and so on.

Technical analysis involves the analysis of past market data; primarily price and volume.

Summit Hill Wealth Management uses long term trading.

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Our methodology is to put in place a portfolio approach that is in fact diversified, has a reasonable cost to own, and offers performance that is competitive given the holdings in the portfolio.

We may utilize alternative investment strategies that provide alternatives to traditional equity and bond investments and the opportunity to obtain attractive risk-adjusted returns with lower correlations to traditional strategies. They may benefit portfolios by increasing the risk-adjusted returns and providing downside protection during market declines. We prefer liquid alternative investment strategies that provide access to non-traditional strategies and

assets with daily liquidity. We define liquid alternatives as investments that exhibit modest to low correlation with traditional stock and bond investments and are accessible in broadly available investment vehicles that are without the principal lock-ups of traditional private equity funds and hedge funds.

All investments include a risk of loss that clients should be prepared to bear. Performance of any investment is not guaranteed. We use our best efforts and expertise to manage your assets. However, we cannot guarantee any level of performance or that you will not experience financial loss.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two- fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Modern portfolio theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. There are different combinations of risk-assets with a set of optimal portfolios along an efficient frontier of risk and return. These optimal portfolios offer different combinations of risk and return with investors selecting the combination that best matches their own desired returns and risk preferences. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Quantitative analysis Investment strategies using quantitative models may perform differently than expected as a result of, among other things, the factors used in the models, the weight placed on each factor, changes from the factors' historical trends, and technical issues in the construction and implementation of the models.

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below (leaving aside Treasury Inflation Protected/Inflation Linked Bonds) are not guaranteed or insured by the FDIC or any other government agency.

Equity investments generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best-known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond "fixed income" nature (lower risk) or stock "equity" nature.

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious Metal ETFs (e.g., Gold, Silver, or Palladium Bullion backed "electronic shares" not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and

other precious metals, (2) a significant increase in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

Exchange Traded Notes (ETNs): ETNs are senior unsecured debt obligations of an issuer, typically a bank or another financial institution; however, ETNs are not categorized as typical fixed income products. Unlike traditional bonds, ETNs typically do not pay any interest payments to investors. Instead, the issuer promises to pay the holder of the ETN an amount determined by the performance of the underlying index or benchmark on the ETN's maturity date (typically 10, 30 or in some cases even 40 years from issuance), minus any specified fees. In addition, unlike traditional bonds, ETNs trade on exchanges throughout the day at prices determined by the market, similar to stocks or ETFs. But unlike ETFs, ETNs do not buy or hold assets to replicate or approximate the performance of the underlying index. Although investors may come across materials that refer to ETNs as shares, they are in fact unsecured debt obligations. Some ETNs provide exposure to familiar, broad-based indices, while others do so to less familiar asset classes or newer, more complex, or even proprietary indexes. For example, there are ETNs linked to indexes that track emerging markets, commodities such as gold and oil, foreign currencies and market volatility. Some of the indexes and investment strategies used by ETNs can be quite sophisticated and may not have much performance history. The return on an ETN generally depends on price changes if the ETN is sold prior to maturity (as with stocks or ETFs)—or on the payment, if any, if the ETN is held to maturity or redeemed (as with some other structured products). There are a number of risks associated with ETNs including: Credit Risk; Market Risk; Liquidity Risk; Price-Tracking Risk; Holding-Period Risk; Call, Early Redemption and Acceleration Risk; and Conflicts of Interest.

Master Limited Partnerships (MLP): Generally, Master Limited Partnerships (MLPs) are exchange-traded investments that are focused on exploration, development, mining, processing, or transportation of minerals or natural resources. MLPs hold cash-generating assets such as oil and gas properties or pipelines. MLPs have certain characteristics that can make them attractive to some investors, including partnership tax consequences, limited liability to investors for the MLP's debts, and anticipated consistent distributions of cash.

Structured Notes Risk: The risks involved with using structured notes are credit risk of the issuing investment bank, illiquidity, and there is a risk to the pricing accuracy as most structured notes do not trade after issuance.

However, like all investments, MLPs have risks investors should consider before making an investment decision. Those risks include governance features that can favor management over other investors, potential conflicts of interest, and concentrated exposure to a single industry or commodity. Since most MLPs are clustered in the energy sector, they can therefore be sensitive to shifts in oil and gas prices.

Managed Futures: Historically, managed futures strategies have had low correlation to stocks and bonds, which may help diversify a traditional portfolio. Investments linked to commodity or currency futures contracts can be highly volatile compared to investments in traditional securities. Funds holding instruments linked to commodity or currency futures contracts may experience large losses. The value of instruments linked to commodity or currency futures contracts may be affected by changes in overall market movements, commodity or currency benchmarks, volatility, changes in interest rates, or factors affecting a particular industry, commodity or currency.

The value of Commodity Futures Contracts typically is based upon the price movements of a physical commodity and the market's expectations for such moves in the future. The prices of Commodity Futures Contracts may fluctuate quickly and dramatically and may not correlate to price movements in other asset classes.

Hedged Mutual Funds: This newer breed of mutual fund purports to deliver hedge fund-like exposure but is available in a mutual fund structure. They are mutual funds that employ investment tactics traditionally only found in hedge funds including the use of leverage, derivatives, and short selling. This is unlike traditional, 'long-only' mutual funds which limit themselves to buying and holding assets, most typically public equities or bonds. The new tactics employed within hedged mutual funds allow mutual fund investors to gain access to a wide range of traditionally exclusive hedge fund strategies including merger arbitrage, convertible arbitrage, long/short equity, and macro trading.

The use of derivatives, forward and futures contracts, and commodities exposes the funds to additional risks including increased volatility, lack of liquidity, and possible losses greater than the fund's initial investment as well as increased transaction costs. Concentration generally will lead to greater price volatility. A fund enters into a short sale by selling

a security it has borrowed. If the market price of a security increases after the fund borrows the security, the fund will suffer a potentially unlimited loss when it replaces the borrowed security at the higher price. Short sales also involve transaction and other costs that will reduce potential fund gains and increase potential fund losses. Diversification does not eliminate risk. An investor considering hedged mutual funds should be able to tolerate potentially wide price fluctuations. The funds are subject to high portfolio turnover risk as a result of frequent trading, and thus, will incur a higher level of brokerage fees and commissions, and cause a higher level of tax liability to shareholders in the funds. Funds may attempt to increase its income or total return through the use of securities lending, and they may be subject to the possibility of additional loss as a result of this investment technique.

Exchange Traded Real Estate Investment Trusts (REITS): A REIT is a corporation, trust or association that owns and manages a portfolio of real estate properties and/or mortgages, allowing shareholders to invest in larger-scale, income producing real estate through a traditional method: The stock market. REITs combine the potential of real estate's increasing value over time with the benefits of transparency and liquidity associated with publicly traded stock.

REITs are traded on the stock market, and they involve the risk that would typically be expected of an equity investment. They are also adversely affected by weakness in real estate prices.

Interest rates. Rising rates can be a double-edged sword when it comes to investing in REITs. If higher rates are driven by growth in the underlying economy, inflation is passed through in the form of higher rents which is growth in income to the investor. REITs also have the potential to produce negative total returns during the times when interest rates are elevated or rising without economic growth.

Hedge Funds: The risks involved with hedge funds are that they may invest in unregistered investments that are not subject to the SEC's registration and disclosure requirements. They may have risky investment strategies, which may include speculative investment and trading strategies. Both unregistered and registered hedge funds are illiquid investments and are subject to restrictions or transferability and resale. The tax structure of investments in hedge funds may be complex.

Private Equity/Placement Risk: Because offerings are exempt from registration requirements, no regulator has reviewed the offerings to make sure the risks associated with the investment and all material facts about the entity raising money are adequately disclosed. Securities offered through private placements are generally illiquid, meaning they are limited opportunities to resell the security. Risk of the underlying investment may be significantly higher than publicly traded investments.

Use of Sub-Advisors. Summit Hill Wealth Management may select certain sub-advisors to manage a portion of its clients' assets. In these situations, Summit Hill Wealth Management continues to conduct ongoing due diligence of such sub-advisors, but such recommendations generally rely on the sub-advisor's ability to successfully implement their investment strategies. In addition, Summit Hill Wealth Management generally may not have the ability to supervise the sub-advisors on a day-to-day basis.

There are risks associated with utilizing Sub-Advisors. This includes Manager Risk where the Sub-Advisor fails to execute the stated investment strategy and Business Risk where the Sub-Advisor has financial or regulatory problems. The specific risks associated with the portfolios of the Sub-Advisor's which is disclosed in the Sub-Advisor's Form ADV Part 2.

ITEM 9 - DISCIPLINARY INFORMATION

Neither Summit Hill Wealth Management or any of its associated personnel have ever been the subject of a reportable disciplinary or legal event.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Summit Hill Wealth Management is not registered as a broker-dealer. Neither Summit Hill Wealth Management nor our employees are registered as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

The principal business of Summit Hill Wealth Management is that of a registered investment advisor and provider of investment management and financial planning services.

Summit Hill Wealth Management may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and Summit Hill Wealth Management. Sub-Advisors execute all trades on behalf of Summit Hill Wealth Management in Client accounts. Summit Hill Wealth Management will be responsible for the overall direct relationship with the Client. Summit Hill Wealth Management retains the authority to terminate the Sub-Advisor relationship at Summit Hill Wealth Management's discretion.

In addition to the authority granted to Summit Hill Wealth Management under the Agreement, Client will grant Summit Hill Wealth Management full discretionary authority and authorizes Summit Hill Wealth Management to select and appoint one or more independent investment advisors ("Advisors") to provide investment advisory services to Client without prior consultation with or the prior consent of Client. Such Advisors shall have all of the same authority relating to the management of Client's investment accounts as is granted to Summit Hill Wealth Management in the Agreement. In addition, at Summit Hill Wealth Management's discretion, Summit Hill Wealth Management may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors.

This practice represents a conflict of interest as Summit Hill Wealth Management may select Sub-Advisors who charge a lower fee for their services than other Sub-Advisors. This conflict is mitigated by disclosures, procedures, and by the fact that Summit Hill Wealth Management has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

We have adopted a Code of Ethics to which all investment advisor representatives and employees are bound to adhere. The key component of our Code of Ethics states that Summit Hill Wealth Management and its investment advisor representatives and employees shall always:

- Act with integrity, competence, dignity, and ethically when dealing with the public, clients, prospects, employers, and employees.
- Exercise its authority and responsibility for the benefit and interest of its clients first and to refrain from having outside interests that conflict with the interests of its clients. Summit Hill Wealth Management must avoid any circumstances that might adversely affect or appear to affect its duty of complete loyalty to its clients.
- Refrain from disclosing any nonpublic personal information about a client to any nonaffiliated third party
- unless the client expressly gives permission to Summit Hill Wealth Management to do so. All client information will otherwise be treated as confidential.
- Maintain the physical security of nonpublic information, including information stored on computers.

This Code of Ethics is in place to guide the personal conduct of our team and embodies our fiduciary duties and responsibilities to you and sets forth our practice of supervising the personal securities transactions of employees with prior or concurrent access to client trade information. A copy of the Summit Hill Wealth Management Code of Ethics is available, free of charge, upon request.

Compliance with the Department of Labor Fiduciary Rule

Under certain conditions that have been established by the United States Department of Labor ("DOL"), Summit Hill Wealth Management may qualify as a "DOL fiduciary" to certain clients. As a DOL fiduciary, we abide by the Impartial Conduct Standards as defined by the DOL. To comply with these standards, Summit Hill Wealth Management and our advisors give advice that is in our clients' best interest, charge no more than reasonable compensation (within the meaning of ERISA Section 408(b)(2) and Internal Revenue Code Section 4975(d)(2)), and make no misleading statements about investment transactions, compensation, conflicts of interest, and any other matters related to investment decisions.

Summit Hill Wealth Management, or its employees, may buy and sell some of the same securities for our own accounts that we buy and sell for our clients. We will always buy or sell from our clients' accounts before we buy or

sell from our accounts. In some cases, Summit Hill Wealth Management, or its employees, may buy or sell securities for our own accounts and not for clients' accounts, as it may not meet the objectives or plans for the client. There are conflicts of interest, which our Code of Ethics addresses. We will always evaluate our activity from the view of our clients to ensure that any and all required disclosures are made. For example, we will disclose anything that would cause you to be unfairly influenced to make any decision regarding actions or inactions in your account.

Summit Hill Wealth Management does not buy or sell between Summit Hill Wealth Management, our employees or our clients' accounts.

Summit Hill Wealth Management always tries to get the best price for the client. Summit Hill Wealth Management has in place internal controls and processes to allow contemporaneous trading (submitting Summit Hill Wealth Management or employee orders at the same time as client order) in block or aggregate trades. In other cases, except in the case of unaffiliated mutual funds, we will always trade individual securities in a client account before we trade Summit Hill Wealth Management or employee accounts.

ITEM 12 - BROKERAGE PRACTICES

We have selected the Custodians we recommend based on price, reliability, speed of processing, tools and "best execution" in addition to other considerations. And while you are not required to effect transactions through any Custodian recommended by us, we feel we have made our selections based on a totality of benefits they offer and can only offer our services based on our recommendations.

The Custodian sends statements and confirms. We strongly urge you to compare our invoices and reports to the custodian statements for accuracy.

Summit Hill Wealth Management may purchase software, tools, training programs or seminar services from our Custodian. Summit Hill Wealth Management also receives soft dollar benefits from the Custodian. The Custodian may provide services, tools or other non-financial benefits to us as a benefit for using the Custodian's services. However, we endeavor at all times to act in the client's best interest. You should be aware, however, that the receipt of the types of benefits discussed above create conflicts of interest by influencing our choice of a Custodian.

To mitigate conflicts of interest in recommending Custodians, we have established the following restrictions in order to ensure its fiduciary responsibilities:

1. Summit Hill Wealth Management adheres to our Code of Ethics as outlined above.
2. Summit Hill Wealth Management will always act in accordance with all applicable federal and state regulations governing registered investment advisory practices.
3. Summit Hill Wealth Management emphasizes that you always have the right to choose another investment advisor to avoid any conflict of interest.

Summit Hill Wealth Management is authorized to aggregate purchases and sales and other transactions made for your account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of ours. When we aggregate transactions, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price obtained.

ITEM 13 - REVIEW OF ACCOUNTS

Accounts receiving investment management services are reviewed by Michelle Walters, Chief Compliance Officer. The frequency of reviews is determined based on your investment objectives, but no less than quarterly. More frequent reviews are triggered by a change in your investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in economic climate. At least annually, we will review with you your financial goals, investment objectives and any life changes.

All investment management clients receive portfolio reports as needed, but no less than annually. Summit Hill Wealth Management portfolio reports will provide a performance summary of your account. Portfolio reports are

generated with data provided by the custodian data. Investment advisory clients also receive standard account statements from the custodian of their accounts on at least a quarterly basis. We strongly urge you to compare our invoices and reports to custodian statements for accuracy.

Financial planning clients receive their financial plans and recommendations at the time the service is completed. Depending on the type of financial planning service requested, we may meet on a regular basis with you to discuss any potential changes to your financial plan.

Financial planning clients do not normally receive investment reports.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Summit Hill Wealth Management does not receive economic benefits from third parties for the advice we render to our clients. Summit Hill Wealth Management does not directly or indirectly compensate any person for client referrals.

ITEM 15 - CUSTODY

Summit Hill Wealth Management never has physical custody of client funds or securities. Summit Hill Wealth Management does have constructive custody related to our authority to instruct the custodian to deduct advisory fees. Summit Hill Wealth Management shall have no liability to the client for any loss or other harm to any property in the account caused by the custodian. This includes harm to any property in the account resulting from the insolvency of the custodian or any unauthorized acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer.

As a fiduciary, Summit Hill Wealth Management will always act in the client's best interests and in doing so, the above does not limit or modify that duty to our clients. The custodian will send client statements as least quarterly which will include fees charged by Summit Hill Wealth Management. Please see ***Fees and Compensation*** regarding direct deduction of our fees from your account. We strongly urge you to compare these statements sent to you directly by the custodian with the invoice and reports we send you for accuracy.

Summit Hill Wealth Management is also deemed to have custody due to its Third-Party Standing Letters of Authorization ("SLOA").

Summit Hill Wealth Management and its qualified custodian meet the following seven (7) conditions in order to avoid maintaining full custody and be subject to the surprise exam requirement:

1. The Client provides an instruction to the qualified custodian, in writing, that includes the Client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The Client authorizes Summit Hill Wealth Management, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The Client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the Client's authorization and provides a transfer of funds notice to the Client promptly after each transfer.
4. The Client has the ability to terminate or change the instruction to the Client's qualified custodian.
5. Summit Hill Wealth Management has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the Client's instruction.
6. Summit Hill Wealth Management maintains records showing that the third party is not a related party nor located at the same address as Summit Hill Wealth Management.

7. The Client's qualified custodian sends the Client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

ITEM 16 - INVESTMENT DISCRETION

Summit Hill Wealth Management requires discretionary authority to manage securities accounts on behalf of Clients. Summit Hill Wealth Management has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. The client will authorize Summit Hill Wealth Management discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

Summit Hill Wealth Management allows Clients to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to Summit Hill Wealth Management in writing.

Summit Hill Wealth Management does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

ITEM 17 - VOTING CLIENT SECURITIES

The clients of Summit Hill Wealth Management retain the authority to proxy vote. You should ensure that proxy ballots are mailed directly to you by selecting this option on your custodial application forms. You are welcome to delegate said proxy voting authority to a third-party representative (non-advisory personnel) by filing the appropriate custodial form. Summit Hill Wealth Management will not accept authority to vote client proxies. This policy is set forth in Summit Hill Wealth Management's standard advisory agreements.

Should Summit Hill Wealth Management inadvertently receive proxy information for a security held in clients' accounts, it would immediately forward such information on to clients, but will not take any further action with respect to the voting of such proxy. Upon termination of the advisory relationship, Summit Hill Wealth Management will make a good faith and reasonable attempt to forward proxy information inadvertently received on behalf of clients to the forwarding address provided by clients. Clients may contact Summit Hill Wealth Management for advice or information about a particular proxy vote; however, Summit Hill Wealth Management shall not be deemed to have proxy voting authority solely as a result of providing such advice to clients.

ITEM 18 - FINANCIAL INFORMATION

Summit Hill Wealth Management does not solicit prepayment of more than $500 in fees per client six (6) months or more in advance. Summit Hill Wealth Management has no financial issues that could impair our ability to carry out our fiduciary duty to our clients. Summit Hill Wealth Management has never been the subject of a bankruptcy petition.

Summit Hill Wealth Management has no financial issues that could impair our ability to carry out our fiduciary duty to our clients.

ITEM 19 - REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Summit Hill Wealth Management's executive officers are Eric Walters and Michelle Walters. The formal education and business background may be reviewed within Part 2B Form ADV for Eric Walters and Michelle Walters.

As stated above, Summit Hill Wealth Management does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Neither Summit Hill Wealth Management nor our employees have been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Neither Summit Hill Wealth Management nor our employees have any relationships with issuers of securities.

ERIC WALTERS, CFA®, CFP®

This brochure supplement provides information about Eric Walters and supplements the Summit Hill Wealth Management's brochure. You should have received a copy of that brochure. Please contact Eric Walters if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Eric Walters (CRD #4671811) is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 1 – COVER PAGE BROCHURE ADV PART 2 B

FEBRUARY 14, 2024

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EWALTERS@SUMMITHILLWEALTH.COM
WWW.SUMMITHILLWEALTH.COM
(720) 759-4949

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Eric Walters, CFA®, CFP®
Year Born: 1976

Educational Background:
Bachelor of Arts, Philosophy, Magna Cum Laude – Columbia University, New York, NY (2004)

Business Background:

05/2018 – Present:	*Managing Partner/Founder/Investment Advisor Representative,* Summit Hill Wealth Management, LLC
12/2010 – 04/2018:	*Senior Director, Team Leader*, BNY Mellon Wealth Management
08/2010 – 11/2010:	*Not Employed*
03/2010 – 08/2010:	*Portfolio Manager,* Westport Resources Management
02/2006 – 02/2010:	*Portfolio Manager,* US Trust/Bank of America

Professional Designations:
Chartered Financial Analyst (CFA®), and CERTIFIED FINANCIAL PLANNER™ (CFP®)

Explanation of Designations:
CFA® Chartered Financial Analyst

The Chartered Financial Analyst (CFA) charter is a globally respected, graduate-level investment credential established in 1962 and awarded by CFA Institute — the largest global association of investment professionals.

To earn the CFA charter, candidates must: 1) pass three sequential, six-hour examinations; 2) have at least four years of qualified professional investment experience; 3) join CFA Institute as members; and 4) commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

High Ethical Standards
The CFA Institute Code of Ethics and Standards of Professional Conduct, enforced through an active professional conduct program, require CFA charterholders to:

- Place their clients' interests ahead of their own
- Maintain independence and objectivity
- Act with integrity
- Maintain and improve their professional competence
- Disclose conflicts of interest and legal matters

Global Recognition
Passing the three CFA exams is a difficult feat that requires extensive study (successful candidates report spending an average of 300 hours of study per level). Earning the CFA charter demonstrates mastery of many of the advanced skills needed for investment analysis and decision making in today's quickly evolving global financial industry. As a result, employers and clients are increasingly seeking CFA charterholders—often making the charter a prerequisite for employment.

Additionally, regulatory bodies in over 30 countries and territories recognize the CFA charter as a proxy for meeting certain licensing requirements, and more than 125 colleges and universities around the world have incorporated a majority of the CFA Program curriculum into their own finance courses.

Comprehensive and Current Knowledge
The CFA Program curriculum provides a comprehensive framework of knowledge for investment decision making and is firmly grounded in the knowledge and skills used every day in the investment profession. The three levels of the CFA Program test a proficiency with a wide range of fundamental and advanced investment topics, including ethical and professional standards, fixed-income and equity analysis, alternative and derivative investments, economics, financial reporting standards, portfolio management, and wealth planning.

The CFA Program curriculum is updated every year by experts from around the world to ensure that candidates learn the most relevant and practical new tools, ideas, and investment and wealth management skills to reflect the dynamic and complex nature of the profession.

To learn more about the CFA charter, visit www.cfainstitute.org.

CFP®: (CERTIFIED FINANCIAL PLANNER™)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered professional certification marks (collectively, the "CFP® marks") granted by the United States by Certified Financial Planner Board of Standards, Inc. ("CFP® Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold a CFP® certification.

To attain the right to use the CFP® designation, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and as of January 2007, attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and Client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board's Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks.

This requires 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and renewal of an agreement to be bound by the *Standards of Professional Conduct*. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their Clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

ITEM 3 – DISCIPLINARY INFORMATION

Eric Walters has no legal or disciplinary events that are material to you or a prospective client's evaluation of this advisory business.

ITEM 4 – OTHER BUSINESS ACTIVITIES

The principal business of Eric Walters is that of an investment advisor representative and provider of financial planning services.

ITEM 5 – ADDITIONAL COMPENSATION

Other than work with Summit Hill Wealth Management and any disclosures made in Items 2 and 4 above, Eric Walters receives no additional compensation related to outside business activities.

ITEM 6 - SUPERVISION

Eric Walters is supervised by Michelle Walters, Chief Compliance Officer of Summit Hill Wealth Management. Michelle reviews Eric's work through client account reviews, quarterly personal transaction reports as well as face-to-face and phone interactions.

Michelle Walters is located at 5619 DTC Parkway, Suite 550, Greenwood Village, CO 80111 and can be reached by calling (720) 759-4949.

ITEM 7 - REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Other than any disclosures made in Item 3 above, Eric Walters has not been found liable in any additional material arbitration or liable in a civil, self-regulatory organization, or administrative proceeding involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. Eric Walters has never been the subject of a bankruptcy petition.

MICHELLE WALTERS

This brochure supplement provides information about Michelle Walters and supplements the Summit Hill Wealth Management's brochure. You should have received a copy of that brochure. Please contact Michelle Walters if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Michelle Walters (CRD #7088967) is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 1 – COVER PAGE BROCHURE ADV PART 2 B

FEBRUARY 14, 2024

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(720) 759-4948

ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Michelle Walters
Year Born: 1973

Educational Background:
MBA, Finance & Operations, NYU Stern School of Business, New York (2004)
Bachelor of Arts, Psychology, University of California, San Diego (1994)

Business Background:

08/2020 – Present:	*Chief Compliance Officer*, Summit Hill Wealth Management
04/2019 – Present:	*Operating Partner/Co-Founder/Investment Advisor Representative,* Summit Hill Wealth Management
09/2013 – 12/2019:	*Self-Employed*, MPW Enterprises
01/2008 – 08/2013:	*Homemaker*

ITEM 3 – DISCIPLINARY INFORMATION

Michelle Walters has no legal or disciplinary events that are material to you or a prospective client's evaluation of this advisory business.

ITEM 4 – OTHER BUSINESS ACTIVITIES

The principal business of Michelle Walters is that of an investment advisor representative and provider of financial planning services.

ITEM 5 – ADDITIONAL COMPENSATION

Other than work with Summit Hill Wealth Management and any disclosures made in Items 2 and 4 above, Michelle Walters receives no additional compensation related to outside business activities.

ITEM 6 - SUPERVISION

Michelle Walters is the Chief Compliance Officer of Summit Hill Wealth Management and is the supervising member of the firm. Michelle Walters remains aware of and keeps in compliance with the current rules and regulations put forth by each ruling regulatory authority where we conduct our business. Michelle will adhere to the Firm's Policies and Procedures.

Michele Walters is located at 5619 DTC Parkway, Suite 550, Greenwood Village, CO 80111 and can be reached by calling (720) 759-4948.

ITEM 7 - REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Other than any disclosures made in Item 3 above, Michelle Walters has not been found liable in any additional material arbitration or liable in a civil, self-regulatory organization, or administrative proceeding involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. Michelle Walters has never been the subject of a bankruptcy petition.