

Schedule F of

Form ADV

Continuation Sheet for Form ADV Part II

Applicant:

SEC File
Number:

Date:

Askar Advisors Group, Inc.

801-NA

02/28/2009

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Askar Advisors Group, Inc.	IRS Empl. Ident. No.: 41-1365450
Item of Form (Identify)	Answer
<p>Item 1.D. Referencing 1.A.(1)</p>	<p>Askar Advisors Group, Inc. herein referred to as "AAG" or "Adviser," is a non-discretionary registered investment adviser. AAG's Associated Persons or Investment Advisory Representatives are herein referred to as "Advisory Representatives." AAG offers clients a wide array of management services, along with financial planning and consulting services.</p> <p>INVESTMENT SUPERVISORY SERVICES</p> <p>AAG provides a combination of investment and financial services to individuals, trusts, estates, corporations or other business entities. Such services include portfolio management, selection of other independent investment advisers for management of additional securities portfolios, and financial planning and consulting including personal tax and cash flow analysis, retirement planning, college/education funding, insurance planning, compensation and benefits planning, preparation of financial analyses and personal financial statements reflecting net worth, cash flow and income tax projections, and estate and legacy analysis/planning and/or coordination with other professionals such as Client's attorney or accountant. Client is entitled to only those services listed above that Client engages Advisory Representative to perform in Investment Advisory Agreement or Engagement Letter.</p> <p>OTHER OFFICE AS D/B/A</p> <p>AAG also operates under the d/b/a "Pasqua Wealth Management." Any of the services offered herein through Pasqua Wealth Management are offered exclusively through Investment Advisory Representative, Michael A. Pasqua, CFA, CPA/PFS, whose principal place of business is 7700 Equitable Drive, Suite 205, Eden Prairie, MN 55344. No other Advisory Representative may offer advisory or financial planning services through Pasqua Wealth Management without Mr. Pasqua and AAG's prior written authorization. Pasqua Wealth Management Clients will execute a specific Pasqua Wealth Management Engagement Letter to engage Mr. Pasqua for investment advisory or financial planning services. All other disclosures relating to Pasqua Wealth Management as they pertain to investment advisory and financial planning services will be AAG general disclosures.</p> <p>PORTFOLIO MANAGEMENT SERVICES</p> <p>Advisory Representative gathers information about Client's financial history, goals, objectives and financial concerns through personal discussions, and document and statement reviews. Advisory Representative then assists Client in developing an asset allocation and diversification strategy designed to position Client's investments in the direction of meeting those goals. AAG keeps all information Advisory Representative gathers from Client private and confidential (see Privacy Policy for specifics). Advisory Representative and Client then develop either a formal Investment Policy Statement ("IPS") or other written plan that incorporates Client's data/goals and initial asset allocation, and using this plan, Advisory Representative then creates and manages a portfolio with the agreed upon asset allocation, on a non-discretionary basis.</p> <p>Prior to Advisory Representative implementing any investment strategy or executing any transactions for Client, Client will agree to the above and enter into an advisory relationship with AAG by engaging AAG through an Investment Advisory Agreement or Engagement</p>

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Item 1.D. (continued)	<p>Letter. Advisory Representative and Client may execute Investment Advisory Agreement/Engagement Letter before or after Advisory Representative completes the IPS/written plan. Investment Advisory Agreement/Engagement Letter establishes the legal relationship between AAG and Client, and specifically describes each party's respective rights, roles and responsibilities to one another as they relate to the advisory relationship. Client should refer to the Investment Advisory Agreement/Engagement Letter for specifics regarding agreed upon, negotiated fee(s) etc., and consult this disclosure document for further explanation relative to AAG as Investment Adviser.</p> <p>To the extent Client agrees with and consents to Advisory Representative's recommendations and engages AAG as Investment Adviser by duly executing AAG's Investment Adviser Agreement/Engagement Letter, Client will need to establish Account at custodian and deposit funds, via personal, business and or rollover/transfer checks or wired funds, to fund the recommended allocation and implement IPS/plan. AAG manages client portfolios on a non-discretionary basis, <i>i.e.</i>, Advisory Representative will contact Client prior to making material changes to Client's existing portfolio.</p> <p>AAG's investment philosophy primarily supports construction of portfolios comprising mutual funds and separate account managers. However, based on Client's individual needs and goals, AAG may also recommend stocks, bonds, Unit Investment Trusts, Treasuries, Hedge Funds, options, CDs, and variable life and annuity products for managed portfolios. AAG will review and supervise account(s) by consulting the IPS/plan and Client's stated objectives (<i>e.g.</i>, maximum capital appreciation, growth, growth and income, income and/or capital preservation) to monitor that investments are within acceptable risk ranges given Client's primary and or prevailing investment objective.</p> <p>Client agrees to notify Advisory Representative of any material changes in Client's circumstances. Client's Advisory Representative will manage the Account as agreed to in the Investment Advisory Agreement/Engagement Letter. Client's Advisory Representative, only after consultation with client, may periodically make changes or adjustments to account holdings or allocations and or may periodically rebalance the account.</p> <p>In certain circumstances, AAG may recommend the use of margin transactions or option writing. Because these investment strategies involve certain additional degrees of risk, AAG will recommended them only when consistent with Client's stated tolerance for risk.</p> <p>AAG advises Client that the investment recommendations and advice AAG offers is not legal advice or accounting advice. Clients should coordinate and discuss the impact of financial advice with their attorney and/or accountant. Client is advised that Client must inform AAG promptly with respect to any changes in Client's financial situation, investment goals or objectives. Client's failure to notify AAG of any such changes could potentially negatively impact Client's results or progress toward Client's goals.</p> <p><u>PORTFOLIO MANAGEMENT FEES</u></p> <p>Unless agreed upon otherwise, AAG charges management fees, <i>in advance or in arrears</i>, on a calendar quarterly basis, due and payable at the beginning of each quarter. Advisory</p>

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Item 1.D. (continued)	<p>Representative will state the option of in advance or in arrears on the Investment Advisory Agreement. Accounts established during a quarter or closed during a quarter will be charged a pro-rated portion of the advisory fee; new accounts will be calculated on a pro-rated basis, based upon account valuation as of the date the Custodian receives the money and/or securities, as long as the Adviser has accepted the Agreement. AAG calculates the management fee by multiplying one quarter (25 percent) of the annual fee rate (see table below), by the asset total of the managed portfolio as established after market close on the last business day of each calendar quarter. Client and AAG agree that custodian's value as referenced in Client's account statement(s) shall prevail to the extent there is any disagreement regarding the value of any individual positions in the account and or the account's overall value. In situations in which a particular investment has no prevailing market value, Client and AAG agree that custodian's best efforts to approximate or determine fair market value shall prevail.</p> <p>AAG shall make no fee adjustment to Client's account due to additions or withdrawals, <i>i.e.</i>, the same agreed upon fee rate shall apply to the value of the assets at the end of the quarter, unless additions qualify account for a fee reduction, or withdrawals cause account to fall below agreed upon minimums, which may subject account to a fee rate increase. In either case, any changes to Client's existing fee rate will be agreed upon, in advance, and clearly presented in a new Investment Advisory Agreement or Addendum thereto, requiring Client's written consent before implementation.</p> <p><u>Note</u>: Client's actual fees due each quarter will fluctuate with the value of Client's managed portfolio assets. As such, it is impossible to forecast an exact dollar amount or precise annual fee Client will pay over the course of a year, or in any one quarter, as it relates to the percentages or rates below.</p> <p>AAG directly debits Client's account at the beginning of each quarter subsequent to the discussion above. Under the SEC Custody Rules 102(e)(1)-1a(6)(i), (ii) and (iii), the SEC deems the directly deducting advisory fees from Client custodian accounts to be one indicia of Adviser having "custody" of Client's assets, the SEC has created safeguards for Advisers, as such, Advisers are waived of the financial requirements associated with custody if when the following requirements are met:</p> <ol style="list-style-type: none"> (1) Obtain Client's written authorization to directly deduct the advisory fee from Client's account(s); and (2) Provide notice of the fee deduction each time the fee is directly deducted from the Client account by sending a statement to Client with an itemization of the advisory fee. Notice should include the formula used to calculate the fee, the value of assets under management at the time the fee was calculated, and the time period covered by the advisory fee; and (3) Notify Client that it is Client's responsibility to verify accuracy of fee calculation, and that custodian will not determine whether fee is accurately calculated; and (4) Assure custodian sends statement to Client showing fee deduction from account; this may include requesting the custodian send a duplicate copy of the account statement. <p>Client's signature on the Investment Advisory Agreement/Engagement Letter and/or Authorization for Payment of Advisory Fees constitutes that AAG has obtained Client's written</p>	

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Item 1.D. (con't)	<p>consent to directly deduct advisory fees from Client's account(s), collected through account Custodian; further, AAG wishes to avail itself of these safeguards, and as such, AAG shall not, under any circumstances, be considered a custodian, nor shall AAG be deemed to have actual or constructive custody of Client assets. Each quarter, AAG provides Client with an invoice or statement that identifies the management fee, the value of the account(s) and how AAG calculated the fee. <i>It is Client's unique and sole responsibility to verify the accuracy of the fee as Custodian cannot and will not determine accuracy of the fee Adviser submits.</i> Additionally, Custodian will provide Client with an account statement reflecting the advisory fee deduction. If Account does not contain sufficient liquid funds to pay advisory fees, AAG has limited authority to sell or redeem securities in sufficient amounts to pay management fees. Client may reimburse Account for advisory fees Client pays to AAG, except for ERISA and IRA accounts.</p> <p style="text-align: center;">AAG BASIC FEE SCHEDULE</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Account Size</th> <th style="text-align: right;">Maximum Annual Fee</th> </tr> </thead> <tbody> <tr> <td>\$25,000 to \$99,999</td> <td style="text-align: right;">1.50%</td> </tr> <tr> <td>\$100,000 to \$999,999</td> <td style="text-align: right;">1.00%</td> </tr> <tr> <td>\$1,000,000 to \$1,999,999</td> <td style="text-align: right;">0.90%</td> </tr> <tr> <td>\$2,000,000 to \$4,999,999</td> <td style="text-align: right;">0.70%</td> </tr> <tr> <td>\$5,000,000 and above</td> <td style="text-align: right;">0.50%</td> </tr> </tbody> </table> <p>Regarding any of the services described herein, Client may be able to obtain lower fees for comparable services from other sources. Any material conflicts of interest that may or could cause AAG or Advisory Representatives to not render unbiased and objective advice are disclosed to Client in writing via AAG's Form ADV, Part II.</p> <p><u>OTHER FEES CHARGED FOR INVESTMENT ADVISORY SERVICES</u></p> <p>REFERRAL/MONEY MANAGER SEARCHES/SOLICITOR</p> <p>When AAG's Portfolio Management Services are not adequately suited for some or all of Client's portfolio assets, AAG may perform management searches for various independent registered investment advisers to manage some or all of Client's assets. Under this scenario, AAG will exclude those assets it refers to another investment adviser from any fee AAG charges to Client; however, the particular independent registered investment adviser will pay a referral fee to AAG for client referrals (see below). Based on a Client's individual circumstances and needs, AAG will recommend specific independent advisers, which offer portfolio management appropriate for Client. Factors AAG considers in making these recommendations include Client's account size, risk tolerance, and Client's thoughts and opinions, as well as the independent adviser's investment philosophy. Client should refer to the independent adviser's disclosure document for a full description of the services it offers. AAG will meet with Client on a regular basis, or as often as Client and Advisory Representative agree to meet, to review Client's account. If AAG believes that a particular independent adviser is performing inadequately, or if AAG believes that a different manager may be more suitable for Client's particular needs, AAG may suggest that Client contract with a different adviser. When this occurs, AAG will assist Client in selecting a new adviser and then monitor that adviser's performance. However, any move to a new manager is solely at Client's discretion. AAG will only recommend advisers that pay AAG a referral fee.</p>	Account Size	Maximum Annual Fee	\$25,000 to \$99,999	1.50%	\$100,000 to \$999,999	1.00%	\$1,000,000 to \$1,999,999	0.90%	\$2,000,000 to \$4,999,999	0.70%	\$5,000,000 and above	0.50%
Account Size	Maximum Annual Fee												
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Item 1.D. Referencing 1.C.(6) (con't)	<p>AAG Advisory Representatives may exercise Solicitor Agreements with third party registered investment advisers acting as advisors to the accounts. All third party registered investment advisers, for which AAG solicits, are registered with the SEC and various other states. When AAG acts as Solicitor, AAG earns a fully disclosed solicitor's fee as compensation for introducing accounts to approved third party investment advisers. Such arrangements are described and disclosed in the applicable third party investment advisor's Form ADV, Part II (Schedule F), client agreement, and in a separate document called the "Solicitor's Disclosure Statement" or similar. These documents exist to disclose to and notify Client that Client will incur no additional fees due to the third party investment adviser paying a portion of its advisory fee to AAG for acting as Solicitor. The portion of the advisory fee that the independent investment adviser pays to AAG does not increase the advisory fee Client pays to the independent investment adviser. Third party investment adviser may pay Solicitor's Fee to AAG/Advisory Representative as authorized in NASD Notice to Members 94-44. The disclosure materials described above will be provided to Client prior to engaging the services of the third party investment adviser.</p> <p>Upon selection of third party investment adviser, Client will sign the applicable adviser's Advisory Agreement and deposit funds in an appropriate account. Thereafter, Client's funds will be invested as third party investment adviser determines.</p> <p>Fees, and their method of calculation, for each third party investment adviser's services are described in its Form ADV, Part II, and more specifically in its Advisory Agreement. Such fees may be negotiable. Third party investment advisers generally charge fees that they directly debit from Client account(s) on a schedule Client pre-approves. Client should consult the third party adviser's Advisory Agreement and Form ADV, Part II to determine fee and termination provisions.</p> <p>For Client assets on which AAG earns a solicitor's fee, AAG will not charge a separate fee in addition to the solicitor's fee it earns on those assets. However, it is important for Client to understand that AAG will charge a fee for assets it directly manages on one of the approved WSLLC or Schwab platforms. As such, it is foreseeable that AAG will earn fees for the assets it directly manages on an approved platform, and earn a solicitor's fee for assets a third party adviser manages, all for the same Client. AAG provides the example below to illustrate how such an arrangement would operate:</p> <p style="padding-left: 40px;">Client has \$1,000,000 portfolio. AAG directly manages \$800,000 on the Schwab Select Platform, for which it charges Client 1.00% for its services. Client and AAG choose third party adviser to manage remaining \$200,000. Client again pays 1.00%, but to third party adviser, which in turn pays AAG .30% of that 1.00%, as a Solicitor's fee. As such, Client pays 1.00% across the board on the \$1,000,000*, and AAG earns both a direct advisory fee (1.00% on \$800,000), and a solicitor's fee (0.30% on \$200,000) for the same Client.</p> <p><i>*Please note that the above example does not include program fees, fund expenses, etc. for which Client is responsible as disclosed earlier in this document.</i></p>	

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Item 1.D. Item 1D (con't)	<p><u>PORTFOLIO MANAGEMENT PLATFORMS</u></p> <p>AAG currently offers several portfolio management platforms, primarily through two custodians: (I) Wells Fargo & Company provides securities brokerages services through registered broker-dealer Wachovia Securities, LLC ("Wachovia Securities") and its wholly owned subsidiary, First Clearing, LLC; and (II) Charles Schwab & Co., Inc., (through Schwab Institutional), herein referred to as "Schwab." Advisory fee Client pays is negotiable between Advisory Representative and Client, subject to AAG's written approval. Clients should review the Investment Advisory Agreement/Engagement Letter, the AAG fee description(s) and the program brochure for specifics as they relate to the platform Client chooses.</p> <p>I. WELLS FARGO & COMPANY THROUGH WACHOVIA SECURITIES, LLC ("WACHOVIA SECURITIES"), AND ITS WHOLLY OWNED SUBSIDIARY, FIRST CLEARING, LLC PLATFORM</p> <p>The following applies to Clients wishing to participate in a Wachovia Securities Platform Program:</p> <ul style="list-style-type: none"> • Clients will establish an account with Wachovia Securities. AAG does not maintain custody of Client's funds or securities. Wachovia Securities provides custodial services for the managed account(s), and AAG will be the "Introducing Firm." • Client must accept AAG's recommendations before implementation since account is non-discretionary. Accordingly, Client expressly acknowledges and accepts that AAG does not guarantee any return on the advised or recommended investments, and Client may not hold AAG responsible for any losses, in any way, <i>i.e.</i>, all investments and their performance shall be at Client's exclusive risk. • Client acknowledges that AAG cannot properly recommend investments to Client or manage Client's portfolio without knowing all material facts relating to Client's financial situation and goals. To that extent, Client cannot hold AAG responsible for any recommendations that (1) are not appropriate due to Client's failure (intentional or otherwise) to disclose material facts, or that (2) become inappropriate, unsuitable or obsolete due to material changes in Client's circumstances of which Client fails (intentionally or otherwise) to notify AAG. • Client may deposit assets on which Client previously paid a commission, including mutual funds on which Client paid a sales charge, into a fee based account. AAG advises Client that if Client executed such transactions through AAG or Advisory Representative, AAG and Advisory Representative may have previously earned commissions on those assets, and will receive an advisory fee based on the fee schedule disclosed herein. • AAG does not vote proxies on behalf of Client. Should any language in Wachovia Securities' Account Agreement attempt to secure Client's delegation to AAG to vote proxies, Client agrees to rescind such delegation as a condition precedent to AAG

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Item 1D (continued)	<p>becoming adviser on Client's account(s). Client shall delegate such proxy voting responsibility to a third party, or retain for Client's self. By signing the Wachovia Securities Account Agreement, client provides written instruction for the same. While Client is responsible for voting all proxies, to the extent Custodian notifies AAG in writing of any corporate actions relating to any assets in Client's account, AAG will forward said writings to Client.</p> <p><u>WACHOVIA SECURITIES MUTUAL FUND ADVISORY PROGRAMS</u></p> <p>Each of Wachovia Securities' Mutual Fund Programs is considered a "wrap fee" program. Therefore, Clients pay one, all-inclusive fee, payable quarterly, (in advance) for advisory, execution, consulting and custodian services. This fee includes AAG's fee, but does not include any mutual fund expenses as they relate to Client's positions. Client should review fund's prospectus for specifics. AAG and Client will establish fee at the outset of the relationship, and Client will sign Wachovia Securities Account Agreement in which wrap fee will be clearly disclosed. Client shall pay initial fee from account within five days of AAG's approval of account based upon account value at time of approval for the partial calendar quarter beginning on such date. Thereafter, Client will pay quarterly fee, generally within the first 10 business days of each succeeding calendar quarter based upon the account value on the last business day of the prior calendar quarter. Should eligible cash and/or securities be added between billing periods, Client will be charged a proportionate fee on the value added as of the date of the addition, based upon the effective fee rate for the current quarter. No fee adjustment will be made during any fee period for account value appreciation or depreciation; however, account will be charged or refunded if the net additions or net withdrawals would generate a fee or refund of at least \$40 for that quarter.</p> <p>Wrap fee program(s) may be more costly to Client than if Client obtained execution and investment advisory services separately. Additionally, a wrap fee account, as compared to a traditional commission based account, may be more costly to Client, particularly during periods when trading activity is lower. Client may find that the account results in a higher annual cost for transactions. During periods when trading activity is heavier, such as when account is first opened, wrap fee accounts may result in lower overall costs to Client.</p> <p>While Program documents refer to Introducing Firm (AAG) exercising discretion, AAG hereby notifies Client that AAG specifically disclaims any right or responsibility to exercise discretion. Any discretion Client grants over account will apply only to Wachovia Securities or separate account managers to exercise discretion over account to manage assets according to Client's stated objectives. This in no way implicates AAG as having, either direct, indirect, constructive or putative discretion over the assets in Client's account, <i>i.e.</i>, discretion is third party only.</p> <p style="text-align: center;">WACHOVIA SECURITIES MUTUAL FUND ADVISORY BASIC FEE SCHEDULE</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Total Account Value</th> <th>Maximum Annual Fee</th> </tr> </thead> <tbody> <tr> <td>First \$250,000</td> <td>1.75%</td> </tr> <tr> <td>Next \$750,000</td> <td>1.50%</td> </tr> <tr> <td>Over \$1,000,000</td> <td>1.15%</td> </tr> </tbody> </table> <p>A. FundSource®</p>		Total Account Value	Maximum Annual Fee	First \$250,000	1.75%	Next \$750,000	1.50%	Over \$1,000,000	1.15%
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Item 1D (continued)	<p>FundSource® Program (“FundSource”) is a mutual fund wrap program. This Program offers Client asset management and asset allocation services utilizing load-waived, no-load, and institutional share class mutual funds. As such, even though program is classified as a wrap program, Client is a shareholder of the several mutual funds comprising Client’s portfolio. Accordingly, Client will also bear a proportionate share of the funds’ expenses, including advisory fees paid to a given fund’s investment adviser(s), a portion or all of which may be paid to Wachovia Securities or an affiliate, in addition to fees paid to Wachovia Securities under the program. Please review each fund’s prospectus for a full explanation of fund expenses and charges. AAG does not share in any portion of any such mutual fund fees Client pays to fund or Wachovia Securities. Client should review Program Brochure/Mutual Fund Advisory Account Disclosure Document for additional information.</p> <p>The service begins with a consultation in which Advisory Representative meets with Client to determine Client’s investment objectives, financial circumstances, risk tolerance and time horizon. The Client is asked to complete a client objectives questionnaire (“Account Profile/Investment Policy”) to document the results of this assessment. FundSource offers a competitive roster of mutual funds (“Recommended Fund Roster”) representing a broad array of investment classes and styles that are complimentary to one another. AAG alone, or in collaboration with Wachovia Securities, will then recommend either an <i>Optimal Blend</i> or another target allocation of Recommended Funds, <i>Customized Blend</i>, which is appropriate for the Client. Based on the recommendations, Client selects either the <i>Optimal Blend</i> or the mutual funds for the <i>Customized Blend</i> asset allocation within the FundSource Program.</p> <p><u>Optimal Blend</u></p> <p>From the Recommended Fund Roster referenced above, Wachovia Securities has created a number of <i>Optimal Blends</i>, which represent certain mutual funds and target allocations recommended by Wachovia Securities for a number of investment strategies based on Client’s investment objective and risk tolerance. Client and Advisory Representative select one of the possible program investment objectives, and with the <i>Optimal Blend</i>, Client delegates all fund selection and investment trading discretion to Wachovia Securities.</p> <p><u>Customized Blend</u></p> <p>Advisory Representative and Client construct Client’s portfolio by selecting funds from both the Recommended and Allowable Lists of funds. While the program is designed to grant AAG discretionary authority to manage Client’s portfolio using this blend, AAG specifically disclaims this right; AAG will make material changes to Client’s account only after consulting with Client.</p> <p>For both <i>Optimal</i> and <i>Custom Blends</i>, Wachovia Securities reserves and routinely exercises the right to remove and replace a mutual fund with another fund with a similar management style, and in such a case, amend the mutual funds Client selected without Client’s consent. These replacements may cause Client to incur tax consequences; as such, Client should seek the advice and counsel of a qualified tax professional relating to the prudence of investing non-qualified assets in this program. In addition, account transactions, account reallocations and/or rebalancing may trigger taxable events for Client, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts.</p>

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Item 1D (continued)	<p>Generally, the minimum account size to participate in FundSource is \$25,000, based on an aggregate of Client's assets in the Program account(s).</p> <p>For a full description of each investment objective, and a narrative of the vetting process Wachovia Securities uses to determine which funds it will include on its Recommended Fund Roster and/or Allowable Funds List, Client should review the FundSource Program Brochure, Account Agreement, and Disclosure Document.</p> <p style="text-align: center;">B. CustomChoice</p> <p>The CustomChoice Consulting Program ("CustomChoice") is a non-discretionary investment advisory service designed to allow the Advisory Representative to provide recommendations that will assist the Client allocating assets among open-end mutual funds aligned with Client's investment goals and objectives. Client directs this mutual fund wrap program in which Advisory Representative and Client create a custom-tailored allocation from over 3,600 no-load and load-waived mutual funds, including institutional shares.</p> <p>The service begins with a consultation in which Advisory Representative meets with Client to determine Client's investment objectives, financial circumstances, risk tolerance and time horizon. The Client is asked to complete a client objectives questionnaire ("Account Profile/Investment Policy") to document the results of this assessment. AAG alone, or in collaboration with Wachovia Securities, will then recommend an appropriate mix of various open-end mutual funds and money market funds which may include funds from both the Recommended and Allowable Funds List. The lists are mentioned in the CustomChoice Brochure. Client is free to accept, amend or reject any and all recommendations.</p> <p>Client may choose to have assets automatically rebalanced in Client's account in conformance with Client's stated allocation. Client may select a quarterly, semi-annual or annual rebalance option. Client is advised that account transactions, account reallocations and rebalances may trigger taxable events for Client, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts, and as such, Client should consult Client's tax advisor or accountant.</p> <p>Generally, the minimum account size to participate in CustomChoice is \$25,000, based on an aggregate of Client's assets in the Program account(s).</p> <p>Client should review the CustomChoice Program Brochure, Account Agreement, and Disclosure Document for a more comprehensive description of this program.</p> <p style="text-align: center;">C. PathwaysSM</p> <p>The Pathways Program ("Pathways") is a personalized asset allocation investment program. Pathways provides Clients the opportunity to allocate assets among various mutual funds (the "Pathways Funds") of the Frank Russell Investment Company, which is registered under the Investment Company Act of 1940. Pathways offers access to a series of mutual fund portfolios operated and administered by the Russell Investment Management Company ("Russell"),</p>

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Item 1D (continued)	<p>which evaluates and retains one or more investment management organizations to manage each Pathways Fund.</p> <p>The service begins with a consultation in which Advisory Representative meets with Client to review the Client's investment objectives, financial circumstances, risk tolerance, and time horizon. The Client is asked to complete a client objectives questionnaire ("Account Profile/Investment Policy") to document the results of this assessment. AAG alone, or in collaboration with Wachovia Securities, will then recommend a target allocation of Pathways Funds. Based on the recommendations, the Client may elect to access Pathways via a pre-determined model portfolio, the <i>Pathways Optimal Blend</i>, or by creating an allocation of Pathways funds, the <i>Pathways Customized Blend</i>.</p> <p>Fund-selected investment managers are terminated or replaced by Russell generally due to changes in senior investment personnel and/or a deviation from the desired investment discipline. Such changes to fund investments are made without prior notice to Client. Wachovia Securities will rebalance accounts periodically should the values of the funds vary by more than certain established percentages from the Client-selected target allocation. Wachovia Securities will also comply with any reasonable restrictions given by the Client concerning management of the account. Reasonable restrictions may include prohibitions on the purchase or sale of particular mutual funds.</p> <p>Pathways portfolios may be accessed through one of two options: the <i>Pathways Optimal Blend</i> or <i>Pathways Customized Blend</i>.</p> <p><u>Pathways Optimal Blend</u> Designed to meet specific Client investment objectives, Russell has created multiple <i>Optimal Blend</i> Portfolios that contain risk-based allocations of Russell's funds designed to meet specific investment objectives. For a Client selecting an <i>Optimal Blend</i>, Client appoints Wachovia Securities to manage the portfolio on a discretionary basis when Russell makes changes to specific Pathways model portfolios, and to act as Client's attorney-in-fact with full power and authority to buy, exchange, sell or otherwise effect transactions in Client's name in shares of mutual funds recommended in predetermined Pathways model portfolios. Any fund replacements effected by Wachovia Securities may cause the Client to incur tax consequences.</p> <p><u>Pathways Customized Blend</u> With the <i>Customized Blend</i> option, the Client can elect to not invest in a predetermined Pathways Portfolio. Instead, the Client selects a customized allocation of Pathways Funds as set forth on the Customized Blend Form. Wachovia Securities reserves the right to remove and replace, without Client consent, any Pathways Fund if such Pathways Fund is removed from the roster of available funds. Any fund replacements effected by Wachovia Securities may cause the Client to incur tax consequences. Customized Blend Clients may opt out of the rebalancing feature.</p> <p>Generally, the minimum account size to participate in Pathways is \$25,000, based on an aggregate of Client's assets in the Program account(s).</p> <p>Client should review the Pathways Program Brochure, Account Agreement, and Disclosure</p>

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Item 1D (continued)	<p>Document for a more comprehensive description of this program.</p> <p><u>WACHOVIA SECURITIES CLIENT DIRECTED</u></p> <p>A. ASSET ADVISOR</p> <p>Asset Advisor is a non-discretionary asset-based investment advisory program. With Asset Advisor, Client ultimately makes the investment decisions regarding what to buy, sell, and hold within the account. However, the Advisory Representative is there along the way to provide professional investment advice based on objective research as well as profiling, asset allocation, investment selection, ongoing monitoring and rebalancing.</p> <p>Each Asset Advisor account must be opened with at least \$50,000 in eligible assets.</p> <p style="text-align: center;">ASSET ADVISOR FEE SCHEDULE</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Total Account Value</u></th> <th style="text-align: left;"><u>Default Annual Fee</u></th> </tr> </thead> <tbody> <tr> <td>First \$250,000</td> <td>3.0%</td> </tr> <tr> <td>Next \$750,000</td> <td>2.5%</td> </tr> <tr> <td>Over \$1 million</td> <td>2.0%</td> </tr> </tbody> </table> <p>The fees specified in this Section will apply to Eligible Assets. An adjusted or alternate fee can be negotiated and indicated in writing on the Asset Advisor Client Agreement.</p> <p>ELIGIBLE AND EXCLUDED ASSETS</p> <p>As used in this Agreement, "Eligible Assets" means:</p> <ul style="list-style-type: none"> • Equity Securities - common stock, options and exchange traded funds; • Mutual Funds - mutual funds (including money market funds that are not used for cash sweep) included on Introducing Firm's allowable list ("Allowable List") meaning that the mutual funds are either: (i) no-load, no transaction fee funds offered at net asset value; or (ii) mutual funds that are typically subject to sales loads or transaction fees, but on which the sales load or transaction fee has been waived ("Eligible Funds"). Please contact your Financial Advisor to determine whether particular funds are included on the Allowable List before placing an order to buy or sell a mutual fund; • Fixed Income Securities – corporate, municipal and government bonds and preferred stock; • Cash – money market funds and interest bearing bank demand deposit accounts used for cash sweep (collectively, "Cash Sweep Option"), free credit balances and cash balances in the Program Account. <p>Eligible Assets also include closed-end funds and unit investment trusts ("UITs"). The asset class each UIT is assigned to will be based on its underlying investments. Securities and other</p>	<u>Total Account Value</u>	<u>Default Annual Fee</u>	First \$250,000	3.0%	Next \$750,000	2.5%	Over \$1 million	2.0%
<u>Total Account Value</u>	<u>Default Annual Fee</u>								
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Item 1D (continued)	<p>property that do not come within the meaning of Eligible Assets are "Excluded Assets." Excluded Assets include commodity futures contracts, options on such contracts, managed futures, annuities, interests or units in limited partnerships and hedge funds, and mutual funds that are not included on AAG's Allowable List. Client may effect purchases or sales of Excluded Assets in the Program Account, however, Client will incur commissions, transaction fees and other charges on these transactions as described in Section 13. Mutual funds will be purchased by Introducing Firm solely in its capacity as agent for Client.</p> <p>In its sole discretion, AAG may limit or disallow new investments in certain securities or other property (or certain types of securities or other property) in the Program Account or change the types of securities or other property that qualify as Eligible Assets and Excluded Assets or are associated with each asset class from time to time without prior notice. AAG also may change the Eligible Funds included on the Allowable List from time to time without prior notice. Please contact your Advisory Representative for more information before placing an order to buy or sell securities and other property. Client understands that changes in the definitions of Eligible Assets and Excluded Assets may affect the Asset-Based Fee rate Client is charged and AAG will provide Client with prior notice of any increase in the Asset-Based Fee rate caused by changes in the definitions of Eligible Assets and Excluded Assets.</p> <p>PROGRAM SERVICES</p> <p>Client will provide AAG with information regarding client's investment objectives, risk tolerance, and financial situation by completing a Client Profile. On the basis of that information, AAG may recommend stocks, bonds, mutual funds or other assets of any kind, consistent with the Client's investment objectives and restrictions set forth in the Client Profile. AAG shall provide recommendations on the basis of research and analysis it reasonably deems to be reliable. AAG will implement Client's investment decisions in the Account, but will not have investment discretion over Client's Account.</p> <p>AAG shall provide non-discretionary investment recommendations to the Client by fax, e-mail, or orally, which the Client must accept before AAG acts. AAG will not presume the Client's acceptance of any non-discretionary recommendation by the Client's silence. Client has the option of accepting AAG's recommendations or selecting alternative investments (including cash allocations) for the Account. All investments shall be at the exclusive risk of the Client, who expressly acknowledges and accepts that AAG does not guarantee any return on the investments recommended or advised upon and may not be held responsible for any losses. Client agrees to inform AAG in writing of any material change in Client's financial circumstances that might affect the manner in which Client's assets should be invested.</p> <p>AAG shall not be responsible for any transactions in the Account which AAG has not recommended to the Client. The Asset Advisor Program is not intended to accommodate frequent trading, and AAG may in its sole discretion limit the amount of trading a Client effects in Client's Account, or close an Account that engages in what AAG deems in its sole discretion to be excessive trading.</p> <p>AAG may provide investment advice, recommendations, and other investment management or broker-dealer services to other clients. Further, Client understands that the same security will</p>

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Item 1D (continued)	<p>not always be bought or sold at the same price for each client. AAG will allocate investment opportunities that it believes are appropriate for the Account on a fair and equitable basis relative to other clients.</p> <p>AAG may provide services to companies for compensation, and may recommend the securities of those companies to clients. Client understands that all investments are subject to varying degrees of risk, and Client acknowledges that AAG has not made any representations as to the profitability of the services provided hereunder. AAG's service hereunder relates only to the Account and does not contemplate a full review or assumption of responsibility for Client's financial affairs. At least annually, Introducing Firm will contact Client and request current information about Client to determine whether there have been any changes in Client's financial situation, investment objectives, or restrictions. Client agrees to inform AAG in writing of any material change in Client's financial circumstances that might affect the manner in which Client's assets should be invested. Client may contact AAG during normal business hours to consult with AAG concerning Client's Account.</p> <p>All capital gains and income dividends from mutual funds will be reinvested into the respective mutual fund unless otherwise directed by Client.</p> <p>Client will retain (i) the ability to withdraw or pledge any securities in the Account, (ii) the right to vote securities or to delegate the voting authority, and to revoke such delegation, to another person, and (iii) the right to proceed directly as a security holder against the issuer of any security in Client's Account without having to join any person involved in the operation of the Program as a condition precedent to proceeding against the issuer.</p> <p>AAG may accept transfers into Client's Account shares of mutual funds owned by Client outside of the Program, including shares that were purchased with a sales charge, that have a contingent deferred sales charge, and/or have a continuing asset-based sales charge (a Rule 12b-1 fee).</p> <p>AAG may also accept transfers of shares of mutual funds not included on AAG's Allowable List but for which AAG has agreed to act as a selling dealer. AAG may refuse to accept transfers of certain mutual funds. Client should consult his or her tax advisor for possible tax consequences of selling shares transferred into the Account. If a mutual fund not included on AAG's Allowable List is purchased for or transferred into the Account and it later becomes an Eligible Fund included on AAG's Allowable List, Program fees will apply to that Fund.</p> <p>AAG may permit Client to trade in Excluded Assets in the Account. The fees described in Section 2 will not apply to Excluded Assets. AAG will assess its normal and customary brokerage charges on these transactions. If Client selects a mutual fund that is managed by AAG or one of its affiliates, AAG's parent and the AAG affiliate managing that fund will receive fees that are greater, in the aggregate, than what they would have received if the selected fund was not affiliated with AAG. AAG may receive separate or direct benefit, other than its normal and stated fees, if Client selects a fund affiliated with AAG.</p> <p>AAG offers periodic rebalancing of mutual funds in the Client's account, at the Client's request. Rebalancing is available at predetermined intervals (e.g., annually) or upon the Client's</p>

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Item 1D (continued)	<p>direction.</p> <p>CONSENT TO PRINCIPAL TRADES</p> <p>When permitted by law, AAG or its affiliates may execute a trade for Client's Program Account on a principal basis (including, for example, in securities for which AAG or one of its affiliates acts as market maker). When AAG trades securities for Client's Account on a principal basis, the price Client pays will include a dealer spread. When the Account buys securities from AAG acting as principal, the dealer spread normally will be the difference between the price at which AAG buys the security from another dealer, and the price at which AAG then sells the security to the Client's Account. When the Account sells securities to AAG acting as principal, the dealer spread normally will be the difference between the price at which AAG buys the security from the Client's Account, and the price at which AAG then sells the security to another dealer. AAG or its affiliates may earn a dealer spread and/or other compensation or benefits when acting as principal in a trade with the Client's Account. AAG may effect trades in securities that customarily trade in "dealer markets," such as fixed-income securities through broker-dealers other than AAG and the purchase or sale prices on these trades typically include commissions or dealer mark-ups or markdowns paid to AAG. AAG has a conflict of interest in acting as principal in a trade with the Account, because it has an interest in receiving a dealer spread or other compensation in a principal trade at the same time that it is acting in the Client's interest in recommending the trade to the Client. AAG will provide the Client with information about principal trades and obtain Client consent as required by law. By signing this Agreement, Client hereby consents to AAG engaging in principal trades with the Account. (Client understands that this consent does not apply, however, to trades in securities issued by AAG or an affiliate or where AAG or an affiliate is acting as underwriter, with the exception of investment-grade debt securities.)</p> <p><u>WACHOVIA SECURITIES SEPARATELY MANAGED ACCOUNT PROGRAMS</u></p> <p>A. Diversified Managed Allocations</p> <p>The Diversified Managed Allocations Program ("DMA") offers a competitive roster of high-quality investment advisers, or "separate account managers," representing a broad array of investment classes and styles. Wachovia Securities formulates this roster of investment advisers by evaluating a broad range of asset classes and investment styles that perform differently under varying market conditions and that are complementary to one another.</p> <p>From these various classes and styles, it uses quantitative and qualitative measures to identify several investment advisers in each of these various classes and styles. Wachovia Securities reviews candidates for the DMA investment advisers roster based on a number of criteria, including advisers' past record, management style, number and continuity of investment professionals, and client servicing capabilities.</p> <p>From this roster of investment advisers, Wachovia Securities created a number of <i>Optimal Blends</i>, which represent certain investment advisers and target allocations Wachovia Securities recommends for a number of investment strategies based on Client's investment objectives and amount of investment.</p>
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Item 1D (continued)	<p>Consistent with Client's goals, objectives and risk tolerance, Wachovia Securities will recommend either an <i>Optimal Blend</i>, or another target allocation of investment advisers, known as a <i>Customized Blend</i>, that is appropriate for Client. From this, Client will select a target allocation of two or more investment advisers to handle the day-to-day management of Client's account.</p> <p>Client should review the Separately Managed Account Programs Disclosure Document for definitions of specific investment objectives as well as complete program information including fees and operations.</p> <p>Generally, the minimum account size to participate in the Program is \$150,000, based on an aggregate of Client's assets in the Program account(s). AAG does not maintain custody of Client's funds or securities. Wachovia Securities provides custodial services for the managed account(s), and AAG will be the "Introducing Firm."</p> <p>B. Masters</p> <p>Client should review the Separately Managed Account Programs Disclosure Document for definitions of specific investment objectives as well as complete program information including fees and operations.</p> <p>C. Network</p> <p>Client should review the Separately Managed Account Programs Disclosure Document for definitions of specific investment objectives as well as complete program information including fees and operations.</p> <p>D. Wachovia Compass</p> <p>Client should review the Separately Managed Account Programs Disclosure Document for definitions of specific investment objectives as well as complete program information including fees and operations.</p> <p>E. Customized Portfolios from Evergreen Investments</p> <p>Client should review the Separately Managed Account Programs Disclosure Document for definitions of specific investment objectives as well as complete program information including fees and operations.</p> <p>II. SCHWAB INSTITUTIONAL ("SCHWAB") SEPARATE ACCOUNT PROGRAMS</p> <p>The description below applies to Schwab platform programs, and AAG as investment adviser on non-wrap fee accounts. Services are offered to Clients through three programs sponsored by Charles Schwab & Co. through its Schwab Institutional Enterprise (hereinafter "Schwab"): Managed Account Marketplace ("Marketplace"), Managed Account Select ("Select"), and Managed Account Access ("Access"). Within this section, the terms investment adviser(s) and</p>	

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Item 1D (continued)	<p>Money Manager(s) ("MM") are used interchangeably.</p> <p>Clients should carefully read and review the disclosure document(s) of all independent registered investment advisers to fully understand the services, fees, and any further conditions associated with the selected programs. Further, Clients should review the <i>Schwab Managed Account ServicesTM For Clients of Investment Advisors, Schedule H of Form ADV</i>, for a complete description of the managed account programs.</p> <p>AAG will monitor the selected MM's performance. As permissible within certain programs, if AAG determines that a particular selected MM within the selected program is not providing sufficient management services to Client, or is not managing Client's portfolio in a manner consistent with Client's personal IPS, then AAG may suggest that Client contract with a different MM. In these circumstances, AAG will assist Client in selecting a new MM and then monitor new money manager's performance. However, any move to a new MM is solely at Client's discretion.</p> <p>AAG will contact and attempt to meet with Client at least annually to review and update Client's IPS, if appropriate. However, Client should notify AAG immediately of any material change(s) in Client's personal and/or financial situation, which may require an immediate review/revision of Client's IPS.</p> <p>Generally, a minimum of \$100,000 of assets under management is required for new Clients participating in Separately Managed Account Programs. However, minimum account size(s) and AAG fees may be negotiable under certain circumstances.</p> <p>AAG and Client agree to AAG's annual fee, one-fourth (25%) of which will be due and payable on a quarterly basis, <i>in advance</i> of the quarter for which the fee applies. AAG calculates the fee using managed account's prior quarter-end values (market value or fair market value in the absence of market value, plus any credit balance or, at a minimum, any debit balance). AAG directly debits Client's account each quarter for fees due. AAG may occasionally grant an exception to this policy and bill Client separately.</p> <p>Clients participating in Schwab's programs will be charged various program fees in addition to the advisory fee AAG charges Client. Such fees may include, but are not limited to, the investment advisory fees of the independent MMs, separate brokerage transactions, separate asset allocation advice, and/or separate independent reporting. However, Clients participating in Select or Access shall pay a "bundled" program fee that will include the following services: MM's asset management services, execution of transactions in equity securities, custody of account assets, program administration, and monthly account statements and confirms. Clients participating in Marketplace will pay separately for these services, which may result in higher or lower overall fees to Client.</p> <p><u>Note:</u> Select and Access program fees cover only trades executed through Schwab; they do not include trades executed through other broker dealers, or execution of fixed income securities in which Schwab acts as principal.</p> <p>The Schwab program fee is separate and distinct from AAG's fees, which are due and payable</p>

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Item 1D (cont')	<p>in advance of the calendar quarter in which they are incurred. AAG does not share in any Schwab program fees Client pays to Schwab for the services described above.</p> <p>More specifically, Client may pay program fees, custodial services fees, account maintenance fees, and other fees associated with maintaining the account(s). AAG does not share in any portion of such fees. Moreover, Client may pay Client's proportionate share of the fund's management, administrative fees and sales charges, as well as the mutual fund adviser's fee of any mutual fund(s) Client purchases. AAG does not share in any such fees. AAG's fees are in addition to any of the fees above as they may apply to Client's account(s). Client should review and understand applicable Custodian's platform or outside money manager's Schedule H and other disclosure documents for specific information relating to those fees. Further, Client should consult all applicable mutual funds' <i>prospectuses</i> and/or <i>statements of additional information</i> for a full and complete disclosure of all fees, expenses and procedures prior to investing in any mutual fund.</p> <p>Advisory Clients are strongly encouraged to review the relevant disclosure documents of each program to clearly understand the billing procedures, as well as the termination and fee refund policy for each program in which Client participates.</p> <p>Each of the following programs may have specific conditions relative to participation within the program including, but not limited to, a minimum account size and minimum annual fee. Such minimums may or may not be negotiable. AAG will take such requirements into consideration when evaluating and recommending specific program(s).</p> <p style="text-align: center;">A. MANAGED ACCOUNT MARKETPLACE PROGRAM ("MARKETPLACE")</p> <p>For Clients participating in Marketplace, AAG will determine Client's current financial situation, investment objectives, and risk/return preferences and use this information to create Client's IPS/written plan. AAG will assist Client in selecting, from among the independent investment managers participating in Marketplace, those advisers that espouse and have historically managed assets consistent with investment objectives and philosophies aligned with Client's. Client will select one or more investment managers to manage Client's account on either a discretionary or non-discretionary basis. Marketplace includes Schwab brokerage, custody and related services, and money manager's discretionary management of accounts that Schwab opens and maintains. More money managers are available in Marketplace than in Select and Access. Schwab does not act as a program sponsor in Marketplace, which means, among other things, that Client and AAG are responsible for negotiating Client's fee and contractual arrangements with the money managers for managing Client's account.</p> <p>AAG will contact Client, at least annually, to review Client's financial circumstances and investment objectives, and review the money manager's performance. When appropriate, AAG may recommend the replacement of one investment manager with another. AAG may also suggest changes in Client's portfolio ("rebalancing") to more effectively address Client's goals. Client may then instruct the independent investment manager to make any or all of the changes AAG recommends. AAG recommendations are AAG's own; they are neither recommended nor approved by any independent managers, and are at Client's complete and sole discretion to implement.</p>

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	<p>Each independent investment manager has its own advisory fees and account minimums, which Client should consider when selecting specific independent investment manager(s). AAG's fees are separate and distinct from any independent investment management fees. Advisory Clients participating in Schwab's Marketplace Program should refer to the independent investment manager's disclosure brochure for information concerning any conditions for managing an account.</p> <p style="text-align: center;">B. MANAGED ACCOUNT SELECT PROGRAM ("SELECT") AND MANAGED ACCOUNT ACCESS PROGRAM ("ACCESS")</p> <p>AAG will research, select, and actively monitor institutional caliber independent, unaffiliated investment managers participating in Schwab's Select Program. The Select program is a wrap fee program in which Client pays a single fee for advisory services of a separate account manager, execution of most securities transactions, and custody of account assets, program administration, and monthly account statements. Client pays a separate fee to AAG for its services.</p> <p>Beginning in 2008, the Schwab Center for Financial Research, a division of Charles Schwab & Co., Inc., provides asset manager evaluation and research services for Managed Account Select. Prior to 2008, asset manager evaluation and research services were provided by Callan Associates, Inc., a consulting firm unaffiliated with Schwab. Asset Managers in Managed Account Select are not affiliated with Schwab. The Schwab Center for Financial Research provides performance evaluations, as well as quantitative and qualitative analysis of all managers considered for participation in the program. Based on comparisons among a manager's peer group and to benchmark indices, Schwab continuously selects and evaluates SAMs for the program.</p> <p>Consistent with Client's IPS/written plan, AAG and Client will determine which managers within the program are suited to provide appropriate portfolio management for Client. Factors AAG and Client consider in this analysis of SAMs include the SAM's size, risk tolerance and investment philosophy, as well as Client's thoughts and opinions. AAG will provide Client with each selected SAM's disclosure document, which contains a full description of the manager's services.</p> <p>AAG will contact and attempt to meet with Client on a regular basis, which shall generally mean quarterly. Should Client wish to meet more frequently, Client must request the more frequent interval in writing at, or prior to, the time of engaging AAG for services as agreed to in the Investment Advisory Agreement/Engagement Letter. If, during a meeting, or at any other time during the engagement, AAG believes that a particular independent adviser is performing inadequately or if Client and AAG determine that a different manager may be more suitable for Client's particular needs, AAG may suggest that Client contract with a different adviser.</p> <p>When appropriate to address Client's stated needs or goals, AAG may recommend managers who use trading (securities sold within 30 days), short sales, margin transactions, or option writing. Because these investment strategies involve certain additional degrees of risk, AAG</p>

Complete amended pages in full; circle amended items and file with execution page (page 1).

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Form ADV

Continuation Sheet for Form ADV Part II

Applicant:

Askar Advisors Group, Inc.

SEC File
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801-NA

Date:

02/28/2009

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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<p>Item 1D (Referencing 1.A.(3))</p>	<p>will only recommend them when consistent with Client's stated tolerance for risk, and implement them only after Client offers Client's consent.</p> <p>MUTUAL FUNDS</p> <p>Certain mutual funds charge service fees such as 12b-1 fees, which are not included in advisory fee AAG charges to Client. The amount of each mutual fund's 12b-1 fee is included among its normal mutual fund expenses, which are charged to the fund and reflected in the fund's financial statement (see "expense ratio"). Client should review the appropriate fund's <i>prospectus/statement of additional information</i> for further details.</p> <p>Client may incur certain transaction costs that are not included within Schwab's wrap fee. For a description of those transactions and any other information about the program, Client should carefully review <i>Schwab Managed Account ServicesTM For Clients of Investment Advisors, Schedule H of Form ADV</i>.</p> <p>WRAP FEES</p> <p>In evaluating a wrap fee arrangement, Client should recognize that AAG does not and cannot negotiate brokerage commissions for execution of transactions in Client's account. Transactions are generally effected "net," <i>i.e.</i>, without commission, and a portion of the wrap fee is generally considered as being <i>in lieu</i> of commissions.</p> <p>Generally, it is expected that trades be executed only with the broker dealer with which Client has entered into the wrap fee arrangement; as such, the SAM may not be free to seek best price and execution by placing transactions with other broker dealers. Experience indicates that certain broker-dealers under wrap fee arrangements generally can offer the best price for transactions in listed equity securities, but no assurance can be offered that such will continue to be the case with those or other broker-dealers which may offer wrap fee arrangements, nor with respect to transactions in other types of securities. Accordingly, Client may wish to inquire further that the broker-dealer offering the "wrap fee" arrangement can provide adequate price and execution of most or all transactions. Client should also consider that, depending upon the level of the wrap fee charged by the broker-dealer, the amount of portfolio activity in Client's account, the value of custodial and other services which are provided under the arrangement and other factors, the wrap fee may or may not exceed the aggregate cost of such services if provided separately, and/or if AAG/adviser were free to negotiate commissions and seek best price and execution of transactions for Client's account. As such, AAG hereby advises Client that Client may pay more for these services in the wrap fee arrangement than if Client obtained these services independently.</p> <p>Client will receive additional information about the Select Program in the <i>Managed Account Select Program Schedule H of Form ADV/brochure</i> Schwab provides. Client should carefully review this document for a complete understanding of the advisory fees charged, any account minimums, and/or other conditions that apply for participation in the program.</p> <p>C. MANAGED ACCOUNT ACCESS[®] ("ACCESS")</p>

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Item 1D Referencing 1.A.(3) (continued)	<p>Access is similar in operation to Select, except that Schwab does not perform any due diligence to determine which MMs should be eligible to participate in the program. As such, any MM is eligible to participate, but Schwab reserves the right to remove any MM at any time, for any reason. Schwab offers no assurances that any MM available in Access would also be available in Select were the MM subjected to the screening process. More specifically, there are no criteria for MMs to participate in the Access program, and Schwab makes no representation as to whether MMs in the Access program are appropriate for Client. AAG and its Advisory Representative assume full responsibility for recommending which Schwab or other program is appropriate for Client.</p> <p>ADVICE THROUGH CONSULTATIONS</p> <p><u>FINANCIAL PLANNING SERVICES</u></p> <p>AAG offers various financial planning services and asset allocation services customized to Client's needs and goals. Areas of analysis may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ▪ Asset Allocation and Portfolio Diversification ▪ Risk Tolerance Analysis ▪ Qualified Plan Rules and Limits ▪ Retirement Plan Options and/or Retirement Planning Analysis ▪ Death and Disability Analysis and Planning ▪ Estate Tax Analysis ▪ Explanation of Estate Planning Strategies ▪ Business Succession Analysis and Planning ▪ Tax and Cash Flow Analysis ▪ Employee Stock Option Planning and Group Benefits ▪ Analysis of Debt or Major Purchases ▪ Investment Impact on Alternative Minimum Tax ▪ Document Preparation, <i>e.g.</i>, realized gain/loss reports, <i>etc.</i> ▪ Education Planning/College Cost Projections ▪ Other specific Client requests. <p>AAG will gather financial information and history from Client including, but not limited to, retirement and financial goals, investment objectives, investment horizon, financial needs, cash flow analysis, cost of living needs, education needs, savings tendencies, and other applicable financial information necessary to provide the advisory and planning services Client requests. Based upon Client's needs, AAG will present to Client an analysis of Client's situation and recommendations for steps Client should consider taking to assist Client in progressing toward Client's stated financial goals.</p> <p>AAG designs financial plans based on Client's financial situation at the time and bases plans on the financial information Client discloses to AAG. AAG cannot be held responsible to know or implement into the plan any information that Client forgets, neglects, refuses, or fails, intentionally or otherwise, to disclose to Advisory Representative. AAG advises Client that it may make certain assumptions with respect to interest and inflation rates, and considers past trends and historical performance of the market and economy. However, past performance is no</p>

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Item 1D Referencing 1.A.(3) (con't)	<p>indication of future performance. AAG offers no guarantees or promises that Client's financial goals and objectives will, indeed, be achieved. Further, Client agrees to continue to review Client's plan and update the plan based upon changes in Client's financial situation, goals, objectives, or changes in the economy. Should Client's financial situation or investment goals or objectives change, Client must notify AAG promptly of the changes. AAG's advice may be limited and is not meant to be comprehensive. Therefore, Client may need to seek the services of other qualified professionals such as an insurance adviser, attorney and/or accountant.</p> <p>Financial planning fees are strictly for financial planning services. Therefore, Client may pay fees and/or commissions for additional services obtained such as portfolio management services or products purchased such as securities or insurance.</p> <p><u>FINANCIAL PLANNING FEES</u></p> <p>Client's Advisory Representative will propose a fee to Client, taking into consideration several factors including, but not limited to Client requested services, time to analyze Client's situation and prepare Client's plan, number of client meetings, research, and involvement of or consultation with other professionals. Fees may vary by Advisory Representative depending on Advisory Representative's experience and qualifications.</p> <p>Hourly Fees: Generally, fees will range from \$75 to \$250 per hour. Fees are negotiable. AAG generally requires Client to pay a negotiable percentage of the overall fee up front, as a retainer, for Advisory Representative to commence preparation of plan. Remainder or total fee is due upon completion and presentation of the plan or analysis. Total fee is due, payable and non-refundable at the time Advisory Representative delivers, and Client receives completed plan.</p> <p>One-time fee or Annual fee: Client may also engage AAG to perform services for a fixed fee. Fixed fees generally apply <i>in lieu</i> of hourly fees; AAG's fixed fee will not exceed \$10,000 per case, per annum.</p> <p>Client and Advisory Representative will execute a Financial Planning Agreement or Engagement Letter to specify fee for agreed upon work. Client may terminate financial planning engagement, without penalty, by providing AAG with written notice of termination within five (5) calendar days of executing Investment Advisory/Financial Planning Agreement or Engagement Otherwise, either party may terminate this engagement, without penalty, by providing the other party with a written, five-day notice. Per the fee schedule herein, five days after executing Financial Planning Agreement or Engagement Letter, any up-front retainer fee becomes non-refundable. This is not a penalty; as contemplated and agreed upon, up-front retainer fee is to engage and retain AAG to begin preparation of Client's customized financial plan. AAG tailors each plan to Client's needs, exclusively for Client, which entails time spent and work performed that, by definition, cannot be transferred to another or recouped. As such, up front retainer fee is fair, just, reasonable, and agreed to remuneration for services rendered. To the extent that AAG delivers and Client receives finalized plan, the full financial planning fee becomes non-refundable, as agreed upon, fair and reasonable compensation for AAG's rendered services and delivered finished product.</p> <p>AAG may use software programs or templates to provide an outline or roadmap for Client's</p>	
Item 1.D. Referencing 1.A.(7)		
Item 1.D.		

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Item 1.D. (con't)	<p>plan. However, AAG's use of any such industry software in no way renders its advice or recommendations "standardized" or "general." AAG's Advisory Representative will use all materially relevant data to design a plan specifically to address Client's circumstances, goals, and objectives. In the foreseeable event that AAG recommends approximately the same or the same allocations, and selects the same or similar funds for two or more Clients in relatively the same cohort, <i>e.g.</i>, clients age 50, with \$500,000 in investable assets, with a conservative growth investment objective and a 10 plus year time horizon—Advisory Representative will still apply independent judgment regarding a whole host of issues including the 14 enumerated topics listed above, and other issues such as tax planning, gifting, frequency of rebalancing, dollar cost averaging amounts or sector allocations, just to name a few. For these reasons and more, any general similarities between Clients in relation to plan recommendations and their implementation are circumstantial, and in no reasonable way may they be considered "standardized."</p> <p>ADVICE NOT INVOLVING SECURITIES</p> <p>AAG may provide advice on non-securities matters. This may include advice on an isolated area(s) of concern such as insurance, annuities, estate planning, retirement planning, reviewing a client's existing portfolio, or any other specific topic.</p> <p><u>TERMINATION PROVISION</u></p> <p>Client may terminate investment advisory services agreement, without penalty, by providing Adviser with written notice within five (5) business days after entering into the advisory agreement. Client is responsible for any third party fees and charges associated with maintaining the account, such as account maintenance or custodial fees. Thereafter, Client may terminate investment advisory services upon Adviser's receipt of Client's written notice to terminate. Should Client terminate investment advisory services during a quarter, Client will be responsible for a pro-rata portion of the quarterly advisory fee, from the beginning of the calendar quarter to the date of termination, or Adviser will refund the applicable portion of any advance fees Client already paid.</p> <p>As of date of termination, Client alone shall be fully responsible for all Client assets and Client agrees that termination of relationship simultaneously releases AAG and Advisory Representative from any and all responsibility and liability as it may relate to Client's investments and performance. Should Client wish to transfer assets to another custodian with another adviser or financial professional, Client must coordinate all activities, including transfer requests, through new adviser or firm as all AAG rights, roles, and responsibilities (other than its right to collect its fee as described herein) terminate upon its receipt of Client's written notice to terminate. AAG shall send to custodian a formal letter of resignation as Adviser on Client's account(s)—and final fee invoice if applicable—by the end of the business day after which it receives Client's written termination request.</p> <p>Adviser may terminate agreement at any time, provided that such termination does not cause the client to forfeit any prepaid fees or Adviser reimburses Client for such otherwise forfeitable fees. In the event of termination after five (5) business days from the execution of this Agreement, Adviser may charge Client advisory fees based upon Adviser's time engaged in</p>

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	<p>As AAG does not directly manage client portfolios with Schwab programs(s), AAG does not generally offer advice on any specific security, bond, insurance product or mutual fund. AAG provides the client with an asset allocation strategy based on the client's individual needs.</p> <p>The selected registered investment adviser(s) selected by AAG to manage the client's portfolio will provide advice on specific investments to be held by the client within the client's portfolios. Clients should refer to the selected registered investment adviser's disclosure document for information regarding the types of investments used by the selected registered investment adviser within client portfolios.</p> <p>Client should refer to the independent registered investment adviser's disclosure document for information regarding the types of investments recommended by that independent registered investment adviser in servicing client accounts.</p>
Item 4.B.(8)	<p><u>SOURCES OF INFORMATION</u></p> <p>AAG may utilize other sources of information, including but not limited to various internet and online resources and services, such as Morningstar, Ibbotson, <i>et al.</i></p> <p>SEPARATELY MANAGED ACCOUNT PROGRAMS Clients participating in these programs should refer to the selected registered investment adviser's disclosure document for information regarding the sources of information used by the selected registered investment adviser within client portfolios.</p>
Item 4.C.(7)	<p><u>INVESTMENT STRATEGIES</u></p> <p>SEPARATELY MANAGED ACCOUNT PROGRAMS Clients participating in these programs should refer to the selected registered investment adviser's disclosure document for information regarding the sources of information used by the selected registered investment adviser within client portfolios.</p>
Item 5	<p>EDUCATION AND BUSINESS STANDARDS</p> <p>For all jurisdictions in which AAG offers investment advisory and/or financial planning services, Advisory Representatives, at a minimum, hold the Series 65 or 66 (Uniform Investment Adviser Law Exam) registration, and/or are Certified Financial Planning Professionals ("CFP®") or hold a similar professional designation exempting them from the Series 65/66 requirement. AAG principals who supervise Advisory Representatives and their activities must also meet these requirements, hold one or more securities principal registrations, and have a minimum of five years of experience in financial services.</p>
Item 6	<p>EDUCATION AND BUSINESS BACKGROUND</p> <p>AAG's investment committee and principal officers meet at least annually and make final decisions relative to platform and program offerings after receiving and reviewing information it obtains from its employees and Advisory Representatives. Investment committee may also design model portfolios that Advisory Representatives may select to address Client goals.</p>

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Item of Form (Identify)	Answer
Item 6 (continued)	Mary E. Burmann Year of Birth: 1952
	<i>Education:</i> <ul style="list-style-type: none"> Augustana College – attended from 1970 to 1971
	<i>Business Background:</i> <ul style="list-style-type: none"> AAG, an investment adviser: President – 10/2005 to Present. Askar Corp., a broker/dealer: President, Registered Representative – 1988 to Present; Chief Compliance Officer (until 2/2006) Askar Holding Company: President – 12/1999 to Present Series 6, 7, 24, 51, 63, 65
	Ommund D. Skaar, CPA (inactive) Year of Birth: 1948
	<i>Education:</i> <ul style="list-style-type: none"> University of Iowa – graduated in 1970 with a BA CPA (inactive)- 1974 <i>Business Background:</i> <ul style="list-style-type: none"> AAG, an investment adviser: Vice President – 10/2005 to Present Askar Corp., a broker/dealer: Vice President, Chief Financial Officer, Registered Representative – 1977 to Present Askar Holding Company: Vice President – 12/1999 to Present Series 1, 7, 27, 40, 63, 65
Item 6 (continued)	Michael W. Stern Year of Birth: 1968
	<i>Education:</i> <ul style="list-style-type: none"> University of St. Thomas – graduated in 1994 with a BA Completed several study courses towards Certified Financial Planner designation
	<i>Business Background:</i> <ul style="list-style-type: none"> AAG, an investment adviser: Vice President - 10/2005 to Present Askar Corp., a broker/dealer: Vice President, Registered Representative – 1993 to Present Askar Holding Company: Vice President – 01/2002 to Present Series 7, 24, 63, 65
	Nicole L. Wilken Year of Birth: 1973
	<i>Education:</i> <ul style="list-style-type: none"> St. Cloud State University – BA, 1996 <i>Business Background:</i> <ul style="list-style-type: none"> AAG, an investment adviser: Chief Compliance Officer - 12/2008 to Present Askar Corp., a broker/dealer: Chief Compliance Officer 12/2008 to Present: Registered Representative 12/2008 to Present Comprehensive Asset Management & Servicing: Registered Representative 12/2005 – 12/2008 Abens Financial Services, Inc., an investment adviser: Chief Compliance Officer 12/2002 – 12/2008 Series 4, 7, 24, 63, 66
Item 6 (continued)	Michael A. Pasqua, CFA, CPA/PFS Year of Birth: 1977

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	<p><i>Education:</i></p> <ul style="list-style-type: none"> College of the Holy Cross, Worcester, MA: BA, <i>cum laude</i>, 1999; Phi Beta Kappa <p><i>Business Background:</i></p> <ul style="list-style-type: none"> AAG, an investment adviser: Portfolio Manager/Consultant, Investment Adviser Representative – 03/2007 to Present Pasqua Wealth Management, P.A.: Principal and Director – 10/01 to Present Askar Corp., a broker/dealer: Registered Representative – 09/02 to Present Virchow Krause Wealth Management, LLC: Investment Advisor – 01/01 to 10/01 Virchow Krause & Company, LLP: Senior Accountant – 01/01 to 10/01 Arthur Andersen, LLP: Associate – 05/98 to 12/00. <p><i>Professional Designations:</i></p> <ul style="list-style-type: none"> Series 7, 65 Certified Public Accountant – Minnesota, 2001 Personal Financial Specialist (PFS) – 2002 Chartered Financial Analyst (CFA) – 2003 	
Item 7.C.	OTHER BUSINESS ACTIVITIES	
Item 7C (con't)	<p>The Principal Executive Officers are principal executive officers and Registered Representatives of Askar Corp., a registered broker/dealer, Member FINRA/SIPC. Client is under no obligation to purchase or sell securities through Askar Corp. or through any of its Registered Representatives. However, if Client chooses to implement the recommendations in Client's financial plan, Askar Corp. and the Advisory Representative, as a Registered Representative of Askar Corp. may earn commissions, in addition to any fees Client pays for advisory services. Commissions may be higher or lower at Askar Corp. than at other broker/dealers.</p>	
Item 8.C. (1)	OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS	
	<p>AAG is a sister company to Askar Corp., a registered broker/dealer, Member FINRA/SIPC, both of which are owned by and operate under Askar Holding Company. Should Client elect to implement any advisory recommendations through Advisory Representatives or through Askar Corp., Client is advised that the same may earn commissions. Such compensation is in addition to any advisory fees AAG charges for the analysis and/or advice it offers. Client is under no obligation to purchase or sell securities through Askar Corp. Commissions may be higher or lower through Askar Corp. than through other broker/dealers.</p>	
Item 9 Referencing B., D., E.	PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS	
	<p>Advisory Representative is a registered representative with Askar Corp. and must execute securities transactions through Askar Corp., unless Advisory Representative obtains prior written authorization to execute securities transactions through another broker/dealer.</p> <p>Advisory Representative may buy or sell securities identical or different to those securities s/he recommends to Client. Therefore, Advisory Representative may have an interest or position in</p>	

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Item 9 Referencing B., D., E	<p>certain securities that he also recommends, buys or sells for Client. Advisory Representative will not put his own interests before Client's interests. Advisory Representative may not trade ahead of Client or trade in such a way as to obtain a better price for herself than for her Clients. AAG maintains a list of all individual securities holdings for its associated persons, <i>i.e.</i>, non mutual fund or investment company positions. Further, AAG prohibits associated persons from trading on non-public information or sharing such information. Client has the right to decline any investment recommendation(s). AAG and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.</p> <p>Notwithstanding any of the foregoing, AAG reminds Client that AAG primarily constructs Client portfolios using mutual funds and separate account managers, which are not investments/securities to which the typical conflict of interest concerns apply. More specifically, conflict of interest concerns relating to insider trading, front-running, best execution and the like do not apply to mutual fund investments, since all trading occurs in these investments after market close. As such, this provision would primarily apply only when an Advisory Representative, who owns a stock or individual security, recommends to Client to purchase the same security. In that circumstance, Advisory Representative must disclose to Client Advisory Representative's position in the underlying security prior to recommending the security to Client.</p> <p>Regarding any of the services described herein, Client may be able to obtain lower fees for comparable services from other sources. Any material conflicts of interest that may or could cause AAG or Advisory Representatives not to render unbiased and objective advice are disclosed to Client in this document.</p> <p>CODE OF ETHICS</p> <p>AAG acknowledges that it owes a fiduciary duty to Client to act in Client's best interests and to always place Client's interests first and foremost. AAG takes seriously its compliance and regulatory obligations and requires all Advisory Representatives and staff to comply with such rules and regulations as well as AAG's policies and procedures. Further, AAG strives to handle Client's non-public information in such a way as to protect information from falling into hands that have no business reason to know such information, and provides Client with a copy of AAG's Privacy Policy at the outset of the relationship and annually thereafter. As such, AAG maintains a Code of Ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with applicable securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations, reporting requirements, and safeguarding of material non-public information about Client transactions. Further, AAG's Code of Ethics establishes AAG's expectation for business conduct. Client or prospective Client may obtain a copy of AAG's Code of Ethics at any time by contacting the Chief Compliance Officer at AAG's home office.</p> <p>PRIVACY NOTICE</p> <p>AAG gathers various pieces of nonpublic information from Client to provide advisory products</p>

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	<p>and services. AAG does not share nonpublic information with nonaffiliated third parties except as permitted or required by law. AAG provides Client with AAG's privacy policy upon establishment of a Client relationship, and annually thereafter as long as Client remains an active Client. Please see notice for specific information.</p> <p>PROXY VOTING</p> <p>AAG hereby specifically disclaims and rejects any and all responsibility with respect to voting proxies, and AAG delegates all responsibility and legal liability for voting proxies to Client. This is a condition precedent to AAG performing any services whatsoever for Client. More specifically, AAG will not enter into any advisory relationship in which Client does not formally acknowledge and agree to accept responsibility to vote any and all proxies as they may relate to Client's account(s). There are no exceptions to this condition precedent. The only role AAG will play regarding proxy voting is to forward to Client any specific written information AAG receives regarding proxies for Client's account(s) that custodian does not also directly send to Client.</p>
Item 10	<p>CONDITIONS FOR MANAGING ACCOUNTS</p> <p>Advisory Representative may impose a minimum dollar value of assets as a condition for starting and/or maintaining an account or portfolio of accounts. These conditions will be disclosed in the Investment Advisory Agreement/Engagement Letter, if so imposed.</p> <p>Each managed account program discussed under Item 1.D. has its own account minimums. Participation in one of the programs generally requires at least a \$25,000 minimum initial deposit, but some programs may have higher minimums. Client may reach account minimum by aggregating all of Client's accounts participating in the program. Client should review the specific program's disclosure document for more information.</p>
Item 12.A.	<p>INVESTMENT OR BROKERAGE DISCRETION</p> <p>AAG manages Client's account(s) on a non-discretionary basis. Under no circumstances will AAG accept discretionary authority over Client's assets. Client may grant discretionary authority only to third party managers, which are independent and not affiliated with AAG in any way. Client would authorize such discretionary authority by executing that independent adviser's Investment Advisory Agreement or similar. Client's right to terminate discretionary authorization granted to third party investment manager will be governed solely by the independent adviser's Investment Advisory Agreement, and not by any relationship or agreement between Client and AAG.</p> <p>Additionally, Client is advised that:</p> <ol style="list-style-type: none"> 1) Many investment advisers will allow Client to set parameters with respect to when account should be rebalanced and/or set trading restrictions or limitations; and 2) Advisory Representative must obtain written Client consent to establish any mutual fund, variable annuity, or brokerage account; and 3) AAG requires the use of Advisory Representative's broker/dealer (Askar Corp.) for

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Continuation Sheet for Form ADV Part II

Applicant:

Askar Advisors Group, Inc.

SEC File
Number:

801-NA

Date:

02/28/2009

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Askar Advisors Group, Inc.		IRS Empl. Ident. No.: 41-1365450
Item of Form (Identify)	Answer	
Item 12.B.	<p>sales in commissionable mutual funds or variable annuities.</p> <p>BROKER SELECTION</p> <p>Advisory Representative is a Registered Representative of Askar Corp., a registered broker/dealer, Member FINRA/SIPC. Advisory Representative's access to product sponsors is limited to those with which Askar Corp. has executed selling agreements. Commissions may be higher or lower at Askar Corp. than at other broker/dealers. AAG advises Client that account maintenance fees and transaction charges may be higher or lower at Askar Corp. than at other broker/dealers offering similar services.</p> <p>Advisory Representative, as a registered representative of Askar Corp., is subject to FINRA Conduct Rule 3040, which prohibits Advisory Representative from conducting securities transactions away from Askar Corp. unless Askar Corp. provides Representative with prior written authorization. Therefore, Advisory Representative may be limited to conducting securities transactions through Askar Corp. and its clearing firm, First Clearing, LLC, and as such, account maintenance fees and transaction charges may be higher or lower at Askar Corp. than at other broker/dealers offering similar services.</p>	
Item 13.A.	<p>ADDITIONAL COMPENSATION</p> <p>Advisory Representatives, as Registered Representatives may earn trail commissions (12b-1 fees) for a period of time. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from Client assets. 12b-1 fees may be initially paid to Askar Corp. and a portion passed to the Advisory Representative. The receipt of such fees is a potential conflict of interest since these fees may represent an incentive for Advisory Representative to recommend funds with 12b-1 fees over funds that have no fees or lower fees. In addition, Askar Corp. and its Registered Representatives may receive benefits such as assistance with conferences and educational meetings from product sponsors.</p> <p>AAG may recommend that Client establish brokerage account(s) with the Schwab Institutional division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, Member FINRA/SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Schwab provides AAG with access to its institutional trading and operations services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers at no charge to them so long as a total of at least \$10 million of the adviser's clients' account assets are maintained at Schwab. Schwab's services included research, brokerage, custody, access to mutual funds, and other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment. Schwab also makes available to AAG these other products and services to assist AAG in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of AAG fees from its clients' accounts, and assist with back office support, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of AAG accounts, including accounts not maintained at Schwab Institutional.</p>	
Item 13.A. (continued)		

Complete amended pages in full; circle amended items and file with execution page (page 1).

Schedule F of

Form ADV

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Item of Form (Identify)	Answer
	<p>Schwab may also provide AAG with other services intended to help AAG manage and further develop its business enterprise. These services may include consulting, publications, and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, Schwab may make available, arrange, and/or pay for these types of services to AAG by independent third parties. Schwab may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to AAG. The availability to AAG of the foregoing products and services is not contingent upon AAG committing to Schwab any specific amount of business (assets in custody or trading). While as a fiduciary, AAG endeavors to act in its clients' best interests, AAG's recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to AAG of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.</p> <p>AAG may receive additional compensation for providing professional services to or referring Clients to JM Brown & Associates, Inc. ("JMB"), an Oklahoma professional corporation and SEC-registered investment adviser, with its principal place of business at 7060 S. Yale, Suite 701, Tulsa OK 74136. Any arrangement in which JMB pays a solicitor's fee to AAG for Client referrals will be fully disclosed to Client in a separate Solicitor's Disclosure Statement. Any portion of JMB's fee paid to AAG will not increase Client's overall fee for JMB's services.</p>
Item 13.B. Item 13.B. (con't)	<p>COMPENSATION FOR CLIENT REFERRALS</p> <p>On occasion, Advisory Representative may act as a "Solicitor," for another registered investment adviser, and in lieu of an advisory fee or hourly/fixed fee, may earn a referral fee or solicitor's fee for referring a Client to another registered investment adviser to manage some or all of Client's assets, or to another Advisory Representative to participate in an AAG asset management services program, such as a Wachovia Securities or Schwab program, or for a Financial Planning and Consulting Services engagement. Any referral fee arrangement will be disclosed to Client in a separate Solicitor's Disclosure Statement. Also refer to Section titled Referrals/Management Searches/Solicitor in this document.</p>

Complete amended pages in full; circle amended items and file with execution page (page 1).