

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
1(A) 1	<p>DESCRIPTION OF SERVICES</p> <p>Allied Professional Advisors, Inc.'s (APA) affiliated broker/dealer, Jefferson Pilot Securities Corporation (JPSC), has arrangements with various asset allocation and money management services and makes those services available through its IARs. Additionally, JPSC has agreements with various money managers for portfolio management services. Some of these programs involve referrals to unaffiliated investment management firms, while others entail JPSC, APA and its representative providing investment advice directly to a client. Depending on the nature of the program, each client receives certain disclosures required under the applicable securities laws and regulations, including disclosures about compensation and conflicts of interest.</p> <p>The client will sign an agreement for services and fees directly with the service provider or money manager. JPSC, APA and the IAR will typically receive a portion of the portfolio management fee charged to the client. A considerable amount of training and educational support is required to ensure that JPSC registered representatives qualified to offer advisory services are knowledgeable of these programs and can fully explain the features, risks, and potential benefits to their suitable clients. JPSC and APA have agreements with certain sponsors of these advisory services programs under which the sponsors provide compensation and expense reimbursements to JPSC and APA in support of the training, education and marketing support required of these products. In addition, JPSC and APA may impose certain administrative costs in connection with these programs. The method, timing and amount of payments vary by program and sponsor, and may entail a direct reimbursement of certain expenses, payment of a specified dollar amount to participate in certain conferences, or a payment of a percentage of assets under management. Payments calculated as a percentage of assets under management range from 0% to 0.15%. Administrative charges, if applicable, range from 0.05% to 0.25%. Sponsors of these programs may also directly absorb certain educational and training costs attributable to JPSC registered representatives, and send their employees to meetings to provide education and training on these programs.</p> <p>The advisory services sponsors that provide payments to APA as described above are: Abundance Technologies, Advisors Capital, AssetMark Investment Services, Inc., Avatar Associates, Brinker Capital, Clarke Lanzen Skalla Investment Firm, GE Private Asset Management, Independent Advisers Group, Inc., Loring Ward Advisor Services, Manulife Financial Securities, LLC, Morningstar Investment Services, Nationwide Investment Services, OFI Private Investments, Inc., SEI Investments, and Symmetry Partners.</p> <p>Following are the primary asset allocation and money management services offered by APA IARs to the public:</p> <p>CUSTOM WEALTH DESIGN</p> <p>JPSC is the sponsor of Custom Wealth Design ("CWD"), an investment advisory service program offered primarily to individuals, corporations, pension and profit sharing plans, trusts, estates, charitable organizations, banks and other entities. APA Advisory Representatives (Adviser) may offer the investment advisory services described here to their clients and potential clients.</p> <p>CWD provides clients access to continuous management of their investment portfolios. Based on the specific investment needs of the client, the Adviser will manage investments in the client's account on an ongoing basis utilizing investments that may include mutual funds, stocks, bonds, options, and variable annuity and insurance products. On a periodic basis, the Adviser will review each client's account and direct the rebalancing and/or reallocation of the investments within the account depending on the client's investment objective. The client selects</p>

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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	<p>the Adviser who will manage the client's account. CWD program accounts are generally managed on a non-discretionary basis. In certain circumstances, and only after specific written consent is obtained from the client, a CWD account may be managed on a discretionary basis by the Adviser. Clients may impose reasonable limitations or restrictions on the Adviser's discretionary authority. Any such limitations are to be in writing and may include, as an example, restrictions on the purchase of particular securities, industries or asset classes.</p> <p>The Adviser's management services may be offered through CWD using one of two pricing scenarios. Under the "Wrap Fee" Services of CWD, clients will pay an asset-based advisory fee that covers the Advisers investment advisory services and various administrative operations of the account. Under this scenario, clients do not pay transaction charges but may pay certain account service charges. The transaction charges are absorbed by JPSC and/or Adviser.</p> <p>JPSC also offers the management services provided to CWD clients on a non-wrap basis or "Fee Plus" basis. Under this scenario, in addition to paying an asset-based advisory fee that covers the Advisers investment advisory services and various administrative operations of the account, clients are also responsible for payment of transaction charges and certain account service charges. The schedule of transaction charges is listed on Schedule A of the CWD Client Services Agreement.</p> <p>The advisory fees for the CWD program are assessed based upon an annual percentage of the client's assets under management. Regardless of whether the Wrap Fee or Fee Plus pricing option is selected, the maximum annual advisory fee is 3.00% of client's assets under management. Fees are negotiated with each client based on the size and complexity of each client's circumstances. Each Adviser will negotiate with each client to determine the fees to be charged; therefore fees may vary among Advisers and clients. From the actual fee charged to the client, JPSC will retain up to 25 basis points (0.25%) of assets under management for administrative costs.</p> <p>The annual account fee includes the fees for the advisory services associated with the CWD program. Certain account charges, some of which are described below, are not included in the annual account fee. The advisory fees are stated as an annual rate and are billed quarterly, in advance based on the asset value of the Program Account on the last business day of the calendar quarter. There is a minimum account size of \$50,000, which may be subject to adjustments for related accounts. The annual account fee schedule and account minimum may be negotiable in certain circumstances.</p> <p>A client may terminate their agreement within five (5) business days of signing the agreement without penalty. However, in such case the client will be responsible for all fees, charges and transactions incurred from the date the agreement was executed through the time it is terminated. A Custom Wealth Design account may be terminated by either party upon provision of written notice to the other party. Upon termination, any pre-paid, unearned fees will be refunded to the client on a prorated basis.</p> <p>In addition to the Account Fees and transaction charges noted previously, Client may also incur certain charges imposed by third parties or JPSC in connection with investments made through Program accounts. These may include, but are not limited to, the following: mutual fund or money market 12b-1 and subtransfer agent fees, mutual fund or money market management fees and administrative expenses, mutual fund transaction fees, certain deferred sales charges on previously purchased mutual funds transferred into the account, Variable Annuity expenses, other transaction charges and service fees, IRA and qualified retirement plan fees, and other charges required by law. JPSC, APA and Advisers may receive a portion of these fees. Further</p>

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

PAGE 2

**Schedule F of
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	<p>information regarding charges and fees assessed by a mutual fund or annuity is available in the appropriate prospectus.</p> <p>In considering the investment program described in this brochure and the brokerage related services provided by JPSC, Pershing, and/or other parties, a prospective client should be aware that the program may cost a client more or less than purchasing the services separately from other advisers or broker/dealers. The factors that should be considered by a prospective client include the size of the client's portfolio, the nature of the investments to be managed, commission costs, custodial expenses, the anticipated level of trading activity and the amount of advisory fees and other charges for managing the client portfolio. JPSC, APA and the advisers recommending this program will receive compensation as a result of a client's participation in the program. The amount of the compensation may be more than what JPSC, APA and/or the advisers would receive if the client participated in other investment programs or paid separately for investment advice, brokerage, and other services. Therefore, JPSC, APA and the advisers may have a financial incentive to recommend this program over other products and services.</p> <p>Please see Schedule H of JPSC's Form ADV for more information on Custom Wealth Design.</p> <p>SEI ASSET MANAGEMENT PROGRAM APA's affiliated broker dealer, Jefferson Pilot Securities Corporation, has an agreement with SEI Investments Management Corporation, SEI Investments Distribution Company, and SEI Trust Company (collectively "SEI") whereby APA's IARs may offer to clients and potential clients SEI's asset allocation and investment programs.</p> <p>SEI Mutual Fund Asset Allocation Program: The APA IARs assist the client in selecting a specific asset allocation portfolio appropriate for the client by discussing the various levels of risk and by helping the client complete a questionnaire which details the client's annual income, net worth, and long-term goals and objectives. SEI, based on its capital market assumptions, constructs and maintains asset allocation portfolios comprised exclusively of mutual funds advised by SEI. The client directs the advisory representative to instruct SEI Trust Company to purchase and sell no-load SEI mutual fund(s) ("SEI Funds") pursuant to the investment objectives and rebalancing parameters selected by the client. Physical custody of SEI Funds will be maintained by SEI.</p> <p>The APA IARs explain to the client the SEI Funds which are available within the SEI account, provide the client with the prospectuses for each of the SEI Funds selected for investment by the client and explain the rebalancing guidelines utilized in the management of the portfolio. SEI is responsible for rebalancing the SEI account pursuant to the standard variances established by SEI. If and when quarterly reallocation of the model portfolio is deemed necessary by SEI, SEI will notify the IAR who will in turn discuss the reasons for reallocation with the Client. SEI will proceed with the portfolio reallocation based on negative consent. Unless the client contacts the IAR, followed by written notification within ten (10) business days specifically requesting that the account not be reallocated, SEI will make the appropriate reallocation of the Client's portfolio.</p> <p>The client retains the authority to change between the model portfolios although variation from SEI's specific asset allocation within each model may subject the Client Agreement and/or account to termination. All dividends paid by the SEI Funds in the client's SEI account will automatically be reinvested unless client provides written instructions to SEI.</p> <p>The SEI Asset Management Program also permits clients to select a third party investment adviser ("Portfolio Manager"), to assist the client in selecting an asset allocation portfolio. The client will receive monthly-consolidated statements from SEI showing account activity and</p>

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

PAGE 3

**Schedule F of
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	<p>the market value of SEI Fund positions. Additionally, the client will receive a quarterly performance report from SEI beginning one full quarter after the account has been opened.</p> <p>SEI Managed Accounts and Integrated Managed Accounts Programs: SEI sponsors the Managed Accounts Program (the "Program"). The APA IARs ("Advisers") will execute an agreement with SIMC and the individual Clients ("Managed Account Agreement") providing for the management of certain Client assets in accordance with the terms thereof. Pursuant to a Managed Accounts Agreement, the Client appoints the Adviser to assist the Client in selecting an asset allocation strategy, which would include the percentage of investor assets allocated to designated portfolios of separate securities (each, a "Managed Account Portfolio") and may include the percentage of assets allocated to a portfolio of mutual funds advised by SEI. The Client appoints SEI to manage the assets in each Managed Account Portfolio in accordance with a strategy selected by the Client together with the Adviser. SEI may delegate its responsibility for selecting particular securities to one or more portfolio managers.</p> <p>Additionally, the Program offers a feature called Integrated Managed Accounts ("IMAP"), which is an enhancement to the standard Program. In IMAP, SEI selects one sub-adviser to serve as a tax manager for the entire Managed Account Portfolio. Other sub-advisers recommend securities using buy/sell lists for their specific asset class to which the Client has selected. An integration fee will be charged to the Client's account when the Client selects the IMAP feature. The maximum annual integration fee charge by SEI is 0.15%. The fee will cover the integration of the equity managers, which helps result in increased coordination across the equity account, increased tax efficiency and additional features such as wash sale prevention. These additional fees only apply to the equity portion of a Client's account that is allocated to the integrated equities portfolio; the fees do not apply to the fixed income or funds portion of the Client's account (if applicable).</p> <p>SEI may impose minimum account balances ranging from \$50,000 to \$ 1,000,000 depending upon the Managed Account Portfolio chosen and whether the Client selects the IMAP feature.</p> <p>GoalLink and Integrated Managed Accounts Programs: Through GoalLink, the APA IARs ("Advisers") serve as the primary Client contact, responsible for analyzing the Client's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference. Using the GoalLink Presentation Tool, the Adviser and the Client select an Investment Strategy ("Strategy"), which is then submitted and reviewed by a representative of SEI. The Strategy may include a combination of individual securities and SEI Funds, based upon the Client's selected Strategy and account size. The account minimums imposed by SEI range from \$25,000 - \$250,000. Based upon the selected Strategy, SEI will have investment authority of the assets and will make prescribed adjustments to the Strategy weights based on the market environment at a point in time. However, the Client may, at any time, impose reasonable restrictions on the management of the Client's account or choose a new Strategy. SEI's investment authority is effective until changed or revoked in writing. SEI may delegate its day-to-day responsibility for selecting particular securities to one or more sub-advisers.</p> <p>SEI's fees will be provided to the Client at the time of the initial investment and may increase or decrease over time depending upon the adjustments to prescribed allocation of asset classes. The SEI Funds expenses are found in the Funds' prospectus, which should be read carefully by all Clients before investing. For SEI's fees on assets held in the separate accounts, the fees are determined based on the asset classes incorporated in the Client's account. The following sets forth the fees charged by SIMC for each specific Strategy managed in the GoalLink Program.</p>

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

PAGE 4

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Item of Form (identify)	Answer											
	<p>Fees: The Advisory Fees that an advisor may charge on any of the SEI programs and strategies are flexible, and are based on the schedule below established by APA. In no event may all asset-based fees and charges to the client (including those charged by APA, SEI, or specific managers, but excluding internal expenses of mutual funds) exceed 3% per annum.</p> <table border="0"> <thead> <tr> <th><u>Portfolio Value</u></th> <th><u>Maximum Advisory Fee</u></th> </tr> </thead> <tbody> <tr> <td>Up to \$500,000</td> <td>2.00%</td> </tr> <tr> <td>Next \$500,000</td> <td>1.75%</td> </tr> <tr> <td>Next \$1 million</td> <td>1.50%</td> </tr> <tr> <td>Over \$2 million</td> <td>1.25%</td> </tr> </tbody> </table> <p>The Advisory Fee is negotiable and is payable quarterly in arrears. All Advisory Fees will be deducted from the account pursuant to the SEI Client Agreement unless other arrangements have been made in writing. All such fees and charges will be clearly noted on client statements issued by SEI.</p> <p>The client is informed that JPSC and APA IARs, in connection with the performance of their respective services, shall be entitled to and will share in the Advisory Fees payable hereunder. JPSC and APA, in performance of their duties, may receive additional administrative fees from the client. A maximum five basis point (0.05%) annual Administrative Fee will be billed quarterly in arrears to each program account.</p> <p>SEI may assess a maximum annual charge of 15 basis points (0.15%) to all accounts utilizing the IMAP program, excluding the Time Focused Strategy. This applies whether or not the Goal Link system is utilized.</p> <p>Clients utilizing the Managed Account and IMAP programs, either within the Goal Link system or independently will incur additional charges from the money managers selected for investment management implementation. These charges vary by investment manager, asset class, and account size, and range from 0.30% to 1.20%. Please review the account opening paperwork provided by SEI for manager-specific fees.</p> <p>The client agreement may be terminated by any of the parties to the agreement by provision of written notice to the other parties. Upon termination, any unearned fees will be refunded to the client. Any fees accrued but not yet assessed to the account will be assessed prior to the termination of the agreement.</p> <p>Each mutual fund has its own fees and charges including management fees, which are disclosed in the prospectus of each fund. In addition, each fund will incur portfolio management costs, primarily in the form of brokerage commissions, as it buys and sells securities within the fund's portfolio. These costs are generally found in each fund's prospectus or statement of additional information. Although these fees are not liquidated from the client accounts and therefore may be less "visible" to the client, it is important that you and the client recognize that these fees represent costs incurred by the client.</p> <p>The client may also incur certain charges imposed by third parties other than APA IARs, such as SEI, in connection with investments made through a program account. These charges include the following types of charges: SEI Fund management fees and administrative servicing fees, SEI Account Maintenance Fees, other fees charged by SEI, and IRA and Qualified Retirement Plan fees. JPSC and APA do not determine, administer, or retain any portion of these fees. Further information regarding charges and fees assessed by an SEI Fund are available in the</p>		<u>Portfolio Value</u>	<u>Maximum Advisory Fee</u>	Up to \$500,000	2.00%	Next \$500,000	1.75%	Next \$1 million	1.50%	Over \$2 million	1.25%
<u>Portfolio Value</u>	<u>Maximum Advisory Fee</u>											
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PAGE 5

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	<p>appropriate prospectus. A list of charges which may be imposed by SEI are described in the SEI Client Agreement.</p> <p>The client may make additions to, or withdrawals from, the SEI account upon notice to the IAR and subject to the terms of the Client Agreement. The client is informed that if at any time the account assets are less than the minimum account size originally specified, that the Client Agreement may be subject to termination. The SEI account is designed as a long-term investment vehicle and asset withdrawals may impair the achievement of the client's investment objectives.</p> <p>Under SEI's asset allocation and investment programs, the client receives investment advisory services, the execution of securities brokerage transactions, custody services and reporting services for a single specified fee. Participation in the Program may cost the participant more or less than purchasing such services separately. In addition, the Program fee may be higher or lower than that charged by other sponsors of comparable wrap fee programs.</p> <p>ASSETMARK APA's affiliated broker-dealer, JPSC, has an agreement with AssetMark Investment Services. APA through its advisory representatives may offer clients and potential clients AssetMark Investment Services, an asset allocation program through which clients are introduced to investment managers who provide discretionary management of individual portfolios of equity and/or fixed income securities. Clients may also invest in model portfolios of mutual funds, Exchange Traded Funds (ETF's) and Variable Annuity sub-accounts created and maintained by a number of institutional investment strategists.</p> <p>Mutual Fund, Exchange Traded Fund and Variable Annuity Accounts: AssetMark has contracted with a number of institutional investment management firms, referred to as Portfolio Strategists ("Strategists"), to create a variety of asset allocation model portfolios ("Models") comprised of open-end mutual funds. In addition, AssetMark has contracted with certain Strategists to created additional Models comprised of Exchange Traded Funds ("ETF's") or variable annuity sub-accounts with certain variable annuity issuers. AssetMark has identified a broad range of mutual funds for the Strategists to use in the mutual fund Models, and provides Strategists access to a broad range of ETF's for use in the ETF models. In addition, each of the variable annuity issuers has established various sub-accounts as is more fully described in its variable annuity Prospectus. Each of the mutual funds is either a no-load mutual fund or a mutual fund that may be purchased through the Program at net asset value and without sales charges. Variable annuity accounts are subject to the terms and conditions of the Prospectus delivered to the Client by the variable annuity issuer, and may or may not involve the payment of a commission to JPSC. JPSC and APA are not affiliated with AssetMark nor the Strategists. Strategists, mutual funds, ETF's, variable annuity sub-accounts, and variable annuity issuers may be added or deleted from the Program from time to time at AssetMark's discretion. The Strategists will select and monitor the performance of the mutual funds, ETF's and variable annuity sub-accounts in their Models and will periodically adjust and rebalance the portfolios in accordance with their investment strategies. The APA advisory representative will assist the Client in the choice of Strategist(s) and the particular Model(s) to be selected. The Client chooses the Strategist(s), the Model(s) and the mutual funds, ETF's or variable annuity sub-accounts for the Client's account, and will have the opportunity periodically to rebalance the Client's portfolio, and to change investment components within the selected Model(s), in accordance with the Strategist's rebalancing decisions or otherwise.</p> <p>Mutual fund and ETF investments made through the Program will be held in custody by a third party Custodian who will maintain the Client's account and effect transactions at the direction of</p>

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PAGE 6

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	<p>the Client. Variable annuity sub-accounts will be held pursuant to the terms and conditions contained in a variable annuity Prospectus delivered to the Client by the specific variable annuity issuer. The minimum investment required in the AssetMark program is generally \$50,000 for Mutual Fund and Variable Annuity accounts and \$100,000 for ETF accounts.</p> <p>Privately Managed Accounts: AssetMark has contracted with a number of institutional investment management firms ("Investment Managers") to provide discretionary investment management services to Clients. In addition, AssetMark has contracted with Wilshire to provide services in the Privately Managed Account Program with respect to the selection and on-going monitoring of certain Investment Managers, all of whom are designated in their respective Investment Manager Profiles by Wilshire as "Best of Class" managers. Wilshire will provide services in developing and maintaining multi-manager model portfolios utilizing these "Best of Class" managers, including portfolios corresponding to six Risk/Return Profiles ranging from conservative to aggressive.</p> <p>In developing multi-manager portfolios utilizing Private Account Managers, Wilshire may elect to incorporate a limited number of mutual funds in certain asset class allocations in its model portfolios where it has determined that mutual funds are a more appropriate investment vehicle than privately managed accounts. This group of mutual funds is expected to include both no-load and load-waived mutual funds.</p> <p>Each Client will designate, with the assistance of their advisory representative, based on the Client's individual investment objectives, one or more individual Investment Manager(s) and/or mutual funds to comprise the Client's investment portfolio. In designating such Investment Managers and mutual funds, the Client may or may not elect to select Wilshire "Best of Class" managers and/or follow a model portfolio developed by Wilshire. The standard minimum investment per Investment Manager in the Privately Managed Account Program will generally be \$100,000 - \$250,000, and will depend on the Custodian and Investment Manager(s) selected for the account. AssetMark reserves the right, in its sole judgment, to accept certain investments below these standard minimums. In addition, certain Investment Managers may require minimum investments greater than \$250,000.</p> <p>All investments made through the Privately Managed Account Program will be held by a third party Custodian who will maintain the Client's account and effect transactions at the direction of the Client and the Investment Manager(s) designated by the Client. Client shall be responsible for paying the Custodian directly for all expenses related to effecting transactions in the account, pursuant to a separate agreement executed between Client and the Custodian. Each of the Client's investments will be held by the Custodian in the Client's name in a separate account. Client will receive confirmations of each security purchased and sold for the Client's account (either separately or as part of the monthly custodial statement), and copies of the Prospectus and all annual and periodic reports issued by the mutual funds that the Client holds. In addition, the Client will retain all indicia of beneficial ownership, including, without limitation, all voting power and other rights as a security holder in each of the securities and funds held for the Client, provided however that the Client may designate the right to vote proxies on behalf of the Client to any or all of the individual Investment Managers selected by the Client at the Client's sole option. Client will have the opportunity to consult jointly with their advisory representative and individual Investment Managers concerning the management of their account.</p> <p>Fees: For Mutual Fund, ETF, and Variable Annuity Accounts, APA, through its advisory representative, will negotiate and contract with the Client to pay an Overall Investment Advisory Fee as the Client's fee for participation in the Program. Included as part of the Overall</p>	

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PAGE 7

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	<p>Investment Advisory Fee paid to APA will be a Program Fee to be re-allowed by APA to AssetMark and others. Specific details including maximums, on the Program Fee can be found in AssetMark's Schedule H. The Overall Investment Advisory Fee is expressly set forth in the Client Services Agreement executed by the Client and APA. The maximum Overall Investment Advisory Fee for all accounts will not exceed 2.00% annually.</p> <p>In addition to the Overall Investment Advisory Fee, Clients invested in Privately Managed Accounts will also pay an investment management fee directly to the Investment Manager(s) that the Client designates to manage Client's account. The fee charged by each Investment Manager will be specified on the individual Investment Manager Designation form incorporated in the Client Services Agreement executed by the Client. Fees will vary from Investment Manager to Investment Manager; a complete list of fee schedules of the Investment Managers participating in the Program is available by request. Client fees are payable quarterly, in advance, based on assets under management. Clients may terminate AssetMark accounts at any time and receive a full pro-rata refund of any unearned fees. AssetMark may also provide a quarterly reimbursement for qualified marketing and/or business development expenses incurred by individual advisory representatives.</p> <p>Further information on the AssetMark Program and fees associated with participating in the Program are contained in AssetMark's Schedule H.</p> <p>EXPLORER PROGRAM</p> <p>The Explorer Program is an investment advisory service program that is no longer offered by APA. In this program, APA investment advisory representatives ("Representatives") offered investment advisory and asset management services to their clients and potential clients. Additional information on the Explorer Program is available in Schedule H of Form ADV.</p> <p>In opening an Explorer account, Representatives obtain the necessary financial data from the client, assists the client in determining the suitability of the Explorer Program and assists the client in setting appropriate investment objectives. Based on this information, the Representative will manage investments in the Client's account on a continuous basis. Investments may include mutual funds, stocks, bonds, options, and variable annuity and insurance products. On a periodic basis, the Representative will review each Client's account and direct the rebalancing or reallocation of the investments within the account depending on the Client's investment objective. Explorer Program accounts are managed on a discretionary or non-discretionary basis.</p> <p>Clients receive a monthly activity statement in months when there is qualifying activity. Clients may receive transaction confirmation for each transaction that occurs in their Program Account. Year-end tax summaries including IRS Schedule D information, IRA 1099-INT and IRS 1099-DIV, if applicable, are provided to clients. Clients may also receive a quarterly statement of account from Pershing, LLC ("Pershing").</p> <p>Client portfolio transactions and securities holdings are reviewed on a periodic basis by the Representative who is managing the account and by APA. Accounts will be reviewed on a quarterly basis though more frequent reviews may be done based on significant market or economic developments, a change in a client's objectives or financial circumstances, or at the client's request.</p> <p>A minimum account size of \$25,000 is required to participate in Explorer.</p> <p>The advisory fee payable by clients in the Explorer Program is based as a percentage of</p>

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PAGE 8

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	<p>managed assets using one of two fee schedules. In addition to the fee described below, JPSC and APA may receive administrative fees related to offering the program and transaction fees for execution of securities transactions.</p> <p>Using a Wrap Fee Schedule, the Client will pay an annual fee ("Account Fee") charged quarterly in advance according to the schedule listed below. Commissions and brokerage costs will be absorbed by JPSC, APA and/or the Representative.</p> <table><thead><tr><th>Assets</th><th>Max Account Fee</th></tr></thead><tbody><tr><td>Up to \$500,000</td><td>2.50%</td></tr><tr><td>Next \$500,000</td><td>2.00%</td></tr><tr><td>Over \$1,000,000</td><td>1.50%</td></tr></tbody></table> <p>Included in the Account Fee is an Administrative Fee of up to 0.30% to reimburse Pershing, JPSC and APA for the costs associated with administering the Explorer Program. Clients interested in the Wrap Fee schedule should refer to JPSC's Schedule H Wrap Fee Disclosure Brochure.</p> <p>Using a Fee Plus Schedule, the Client will pay an annual fee ("Account Fee") charged quarterly in advance according to the schedule listed below. Client, in addition, will pay any transaction and brokerage costs incurred in transacting business in the Client's account.</p> <table><thead><tr><th>Assets</th><th>Max Account Fee</th></tr></thead><tbody><tr><td>Up to \$500,000</td><td>2.00%</td></tr><tr><td>Next \$500,000</td><td>1.75%</td></tr><tr><td>Over \$1,000,000</td><td>1.25%</td></tr></tbody></table> <p>The Account Fee listed in each schedule is negotiable with each Client's fee determined by the Representative and is payable in advance. The initial Account Fee is due at the beginning of the quarter following execution of the Explorer Program Client Agreement and includes a prorated fee for the initial quarter in addition to the standard quarterly fee for the upcoming quarter. Subsequent Account Fee payments are due and assessed at the beginning of each Explorer quarter. All Account Fees are deducted from the account pursuant to the Explorer Program Client Agreement unless other arrangements have been made in writing.</p> <p>A client may terminate their agreement within five (5) business days of signing the agreement without penalty. However, in such case the client will be responsible for all fees, charges and transactions incurred from the date the agreement was executed through the time it is terminated. An Explorer account may be terminated by either party upon provision of written notice to the other party. Upon termination, any pre-paid, unearned fees will be refunded to the client on a prorated basis.</p> <p>Transactions in Explorer accounts are cleared through Pershing. Pershing also serves as custodian on Retirement Accounts.</p> <p>In addition to the Account Fees and transaction charges noted previously, Client may also incur certain charges imposed by third parties or JPSC in connection with investments made through Program accounts. These may include, but are not limited to, the following: mutual fund or money market 12b-1 and subtransfer fees, mutual fund or money market management fees and administrative expenses, mutual fund transaction fees, certain deferred sales charges on previously purchased mutual funds transferred into the account, Variable Annuity expenses, other transaction charges and service fees, IRA and qualified retirement plan fees, and other</p>	Assets	Max Account Fee	Up to \$500,000	2.50%	Next \$500,000	2.00%	Over \$1,000,000	1.50%	Assets	Max Account Fee	Up to \$500,000	2.00%	Next \$500,000	1.75%	Over \$1,000,000	1.25%
Assets	Max Account Fee																
Up to \$500,000	2.50%																
Next \$500,000	2.00%																
Over \$1,000,000	1.50%																
Assets	Max Account Fee																
Up to \$500,000	2.00%																
Next \$500,000	1.75%																
Over \$1,000,000	1.25%																

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

PAGE 9

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
1(A) 2	<p>charges required by law. JPSC, APA and Representatives may receive a portion of these fees. Further information regarding charges and fees assessed by a mutual fund or annuity is available in the appropriate prospectus.</p> <p>In considering the investment program described in this brochure and the brokerage related services provided by JPSC, Pershing, and/or other parties, a prospective client should be aware that the program may cost a client more or less than purchasing the services separately from other advisers or broker/dealers. The factors that should be considered by a prospective client include the size of the client's portfolio, the nature of the investments to be managed, commission costs, custodial expenses, the anticipated level of trading activity and the amount of advisory fees and other charges for managing the client portfolio. APA, JPSC and the advisers recommending this program will receive compensation as a result of a client's participation in the program. The amount of the compensation may be more than what APA, JPSC and/or the advisers would receive if the client participated in other investment programs or paid separately for investment advice, brokerage, and other services. Therefore, APA, JPSC and the advisers may have a financial incentive to recommend this program over other products and services.</p> <p>CUSTOM WEALTH MANAGER</p> <p>JPSC is the sponsor of Custom Wealth Manager, an investment advisory service program offered primarily to individuals, corporations, pension and profit sharing plans, trusts, estates, charitable organizations, banks and other entities. APA Advisory Representatives (Advisers) may offer the investment advisory services described here to their clients and potential clients.</p> <p>Custom Wealth Manager ("CWM") allows APA's clients access to the investment advisory services of professional portfolio management firms ("Portfolio Managers") for the individual management of client accounts. Through written agreement with Pershing, LLC ("Pershing") and/or Lockwood Advisors, Inc. ("Lockwood"), numerous Portfolio Managers and their different investment styles may be chosen by Clients. Investment styles include Equity, Balanced and Fixed Income. Each Client selects one or more Portfolio Managers based on his or her individual financial circumstances, investment needs, goals and level of risk tolerance. The CWM Investor Profile Questionnaire is used to assist in determining the appropriate investment style and Portfolio Manager. A list of the available Portfolio Managers and their investment styles is available upon request. JPSC forwards a copy of the completed CWM Investor Profile Questionnaire to the selected Portfolio Manager(s) and the Portfolio Manager(s) independently determines whether to accept the client account based on the content of same, in addition to any other factors it deems appropriate. Pursuant to the CWM Client Services Agreement, Client agrees to provide information regarding material changes in the Client's financial circumstances and/or investment objectives. Upon receipt, JPSC forwards such information to the Client's Portfolio Manager(s). Clients may communicate such information to, or otherwise communicate directly with, Portfolio Manager(s), although Clients are encouraged to direct communications through their investment professional. Additional information on each Portfolio Manager, including the Portfolio Manager's ADV Part II or SEC Disclosure Brochure is also provided.</p> <p>The Portfolio Manager will direct the investment and reinvestment of Client assets in the CWM account ("Program Account"). The Program Account will be managed by the Portfolio Manager(s) on a discretionary basis in accordance with the investment style selected by the Client, and subject to Client meeting the program minimum account size. Clients may impose reasonable restrictions on the Portfolio Manager's discretionary authority. Any such limitations are to be in writing and may include, as an example, restrictions on the purchase of specific securities or specific types of securities.</p>

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

PAGE 10

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>Custom Wealth Manager accounts are held at Pershing. Pershing, LLC serves as custodian for Retirement Accounts. Execution and clearance of transactions is provided by Pershing. In cases where a Portfolio Manager determines that Pershing cannot provide best execution, the Portfolio Manager may direct transactions through a different broker-dealer of its choosing. In such a case, additional transaction fees or other charges may apply.</p> <p>Minimum account sizes for Program Accounts and for each Portfolio Manager range from \$100,000 to \$500,000 depending on the investment objectives and Portfolio Managers chosen by the Client. The program fees for Custom Wealth Manager are based on an annual percentage of assets under management in program accounts and covers a number of services including investment management, custody, transactions, performance reporting, consulting, activity reporting, tax reporting, etc. For program accounts managed using an Equity and/or Balanced style the maximum program fee is 3.00%. Program accounts managed using a Fixed Income style are charged a maximum program fee of 2.50%. Fees may be negotiated based on the size and complexity of each Client's circumstances. Fees are negotiated at the discretion of, and within the means of, JPSC, APA or Pershing and its affiliates.</p> <p>CWM accounts are assessed the program fee quarterly in advance, based on the market value of account assets as of the last business day of the previous quarter. The program fee is charged at inception on a prorated basis to reflect the number of days remaining in the calendar quarter. Due to the administrative costs of establishing CWM accounts, no pro rata refund is made if a client terminates an account within the first four full quarters after inception. Additionally, an early closing fee equal to the lesser of \$2,000 or a full quarter's fee, based on account value upon closing, applies to accounts closed within this period. The early termination fee may be waived in certain circumstances at the discretion of JPSC and/or APA.</p> <p>If assets are deposited after the inception of a quarter or withdrawn prior to the end of a quarter, the fee chargeable with respect to such assets as of the next calculation date will be prorated based on the number of days during the quarter the assets were held in the program account, unless any such deposit or withdrawal is less than \$1,000.</p> <p>Any SEC or exchange fees arising from account activity are absorbed by Pershing. Custodial and/or maintenance fees normally applicable to retirement accounts and qualified retirement plans for which Pershing acts as custodian are included in the program fee. One-time fees related to the set-up of 401(k) plans and the termination of qualified retirement plans for which Pershing acts as custodian apply.</p> <p>JPSC will not act as principal on securities transactions for CWM accounts. There is no mark-up or markdown on such trades. Cash balances in CWM accounts are swept to a money market fund. The Client is responsible for the internal expenses of such funds, including management fees of the funds, as described in the prospectus of the money market fund. A portion of such expenses may be paid to JPSC.</p> <p>Clients receive a quarterly portfolio evaluation statement of account from Pershing detailing portfolio holdings and market prices, transaction confirmations and interest and dividend or capital gain payments, fee deductions, and account performance. Portfolio evaluations distributed by Pershing or Lockwood, use in-house reporting software or software provided by CheckFree Investment Services, Inc. Portfolio evaluations are reviewed by Pershing or Lockwood for accuracy prior to delivery to Clients and are intended to inform Clients as to how their investments have performed. Clients also receive a monthly activity statement from Pershing in months when there is qualifying activity. Clients may receive transaction confirmations for each transaction that occurs in their Program Account. Clients may elect to</p>	

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

PAGE 11

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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

I. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>waive receipt of individual transaction confirmations, but are not required to do so. If so elected, the client can choose to resume receipt of confirmations at any time by providing written instruction to JPSC or APA. Year-end tax summaries including IRS Schedule D information, IRS 1099-INT and IRA 1099-DIV, if applicable are provided to Clients by Pershing.</p> <p>In considering the investment program described in this brochure and the brokerage related services provided by JPSC, Pershing, and/or other parties, a prospective client should be aware that the program may cost a client more or less than purchasing the services separately from other advisers or broker/dealers. The factors that should be considered by a prospective client include the size of the client's portfolio, the nature of the investments to be managed, commission costs, custodial expenses, the anticipated level of trading activity and the amount of advisory fees and other charges for managing the client portfolio. APA, JPSC and the advisers recommending this program will receive compensation as a result of a client's participation in the program. The amount of the compensation may be more than what APA, JPSC and/or the advisers would receive if the client participated in other investment programs or paid separately for investment advice, brokerage, and other services. Therefore, APA, JPSC and the advisers may have a financial incentive to recommend this program over other products and services.</p> <p>CUSTOM WEALTH ADVANTAGE</p> <p>JPSC is the sponsor of the Custom Wealth Advantage Program ("CWA"), an investment advisory service program primarily offered to individuals, pension and profit sharing plans, trusts, estates or charitable organizations, and corporations or business entities other than those listed. Custom Wealth Advantage is designed to meet the needs of those clients who seek investment advisory services and desire assistance in determining appropriate investment objectives and investment asset allocation. APA Advisory Representatives (Advisers) may offer the investment advisory services described here to their clients and potential clients.</p> <p>Through CWA, the Adviser assists the client in choosing the appropriate Model Portfolio, taking into account the client's overall financial circumstances, goals, objectives and risk tolerance. Once these criteria have been evaluated, the Adviser will recommend to the client a Model Portfolio consisting primarily of mutual funds. FundQuest Incorporated ("FundQuest") is the investment manager for the program. FundQuest will select and identify several specific investments for each asset class represented in each Model Portfolio. From the list of identified investments, the Adviser will assist the client in choosing one investment for each asset class in their selected Model Portfolio. FundQuest will then actively manage those investments according to the Model Portfolio selected by the client. Utilizing strategic asset allocation through the use of Model Portfolios, investments are selected and managed on a discretionary basis by FundQuest. Investment advisory services provided by Adviser and offered through CWA include asset allocation, and periodic reviews of the client's account in relation to the Model Portfolio selected, including performance results, goals and objectives. Investment management services provided by FundQuest through CWA include investment selection recommendations, investment allocation monitoring, and performance reporting.</p> <p>The Adviser will assist the client, through the use of approved questionnaires and software, in identifying the client's investment objectives. The Adviser will consult with the client, gathering financial profile information, such as, the purpose of the account, primary objective, risk tolerance, liquidity needs, age, occupation, income, net worth, tax considerations and other special considerations which might impact how the account is allocated. The financial information gathered by Adviser is used to assist the client in defining their investment objectives and risk tolerance. CWA offers seven Basic and seven Standard asset allocation Model Portfolios, which correspond with specific investment objectives. Each of the Model Portfolios is also offered on a tax sensitive basis. Once the client selects the Model Portfolio the</p>

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

PAGE 12

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>Adviser will present a written Investment Strategy Report to the client that will reflect the asset allocation of the selected the Model Portfolio. The client will sign the Investment Strategy Report accepting the selected Model Portfolio. FundQuest will direct the investment and reinvestment of the client's assets the Custom Wealth Advantage account ("Program Account"). FundQuest will manage the Program Account in accordance to the various asset classes and parameters based upon the client selected Model Portfolio. The securities used to implement the strategy will be mutual funds purchased at Net Asset Value. There will be no transaction fee to purchase these funds.</p> <p>The CWA account will be adjusted periodically to keep each account's asset allocation and investments in line with stated objectives. The Adviser will evaluate the client's financial condition at least annually to identify any changes in their situation and to determine whether any new circumstances warrant a change in their investment objective and/or portfolio. The client should notify Adviser should their financial situation or investment objectives change. Neither Adviser nor JPSC takes discretion on any assets in the CWA account. Furthermore, neither FundQuest, JPSC, nor Adviser have the authority or ability to make deposits, withdrawals, transfers or any other non-trading decisions without authorization from the client, with the exception of the charging of program fees discussed below.</p> <p>CWA accounts are held at Pershing LLC ("Pershing") with JPSC acting as introducing broker pursuant to JPSC's clearing agreement with Pershing. Pershing serves as custodian for retirement accounts and provides execution and clearance of transactions in CWA accounts. Clients may receive transaction confirmations for each transaction that occurs in their CWA account unless the client elects to waive receipt of transaction confirmations. Clients also receive a monthly activity statement from Pershing for every month in which qualifying activity takes place as well as a performance report describing Program Account performance and positions from FundQuest on a quarterly basis.</p> <p>The Adviser will monitor the client account and periodically discuss account's performance and review the current allocation with the client. The Adviser will also be available to answer any questions from the client.</p> <p>Program Fees for the Custom Wealth Advantage program are assessed based on an annual percentage of the client's assets under management. The program fees are charged quarterly, in advance based on the average daily balance of the Program Account of the previous quarter. The maximum annual program fee is 3.00% of client's assets under management. Fees are negotiated with each client based on the size and complexity of each client's circumstances. Each Adviser will negotiate with each client to determine he fees to be charged; therefore fees may vary among Advisers and clients. From the actual fee charged to the client JPSC will retain up to 20 basis points (0.20%) of assets under management to compensate FundQuest for its services and for administrative costs. Fees will be debited from the account in accordance with the client authorization in the Client Services Agreement.</p> <p>The program fee paid by the client includes the JPSC advisory fees, the Adviser's fees, and FundQuest's administrative and management fees. These fees are provided for in the Client Services Agreement with each client. Fees will not be charged on the basis of a share of capital gains or capital appreciation of a client's funds or any portion of a client's funds. Other account charges, such as retirement account maintenance or retirement account termination fees, as well as various account service charges, are not included in the program fee. In addition, transaction fees may apply when certain assets are liquidated prior to FundQuest commencing management. FundQuest will purchase only mutual funds that participate in Pershing's designated no transaction fee ("NTF") program. At times, these NTF mutual funds may elect to</p>	

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>cease participation in Pershing's NTF program. When that occurs a client may be assessed a transaction fee with the liquidation of that particular fund. Some mutual funds may impose a short-term redemption fee upon liquidation of a mutual fund position if that particular position was not held for a sufficient amount of time as described and outlined in the individual mutual fund's prospectus. Neither JPSC, Adviser, Pershing nor FundQuest determine or receive any portion of the short term redemption fee imposed by a mutual fund. In addition to the program fee and transaction charges noted previously, Client may also incur certain charges imposed by third parties in connection with the investments made through Program Accounts. These may include, but are not limited to, the following: mutual fund or money market 12b-1 and subtransfer fees, mutual fund or money market management fees and administrative expenses, mutual fund transaction fees, certain deferred sales charges on previously purchased mutual funds transferred into the account, other transaction charges and service fees, IRA and qualified retirement plan fees, and other charges required by law. JPSC and Adviser may receive a portion of these fees. Further information regarding charges and fees assessed by a mutual fund is available in the appropriate prospectus.</p> <p>The minimum account size is \$50,000, which may be subject to adjustments for related accounts. In certain circumstances the annual program fee and account minimums may be negotiable at the sole discretion of JPSC.</p> <p>Clients may terminate their CWA agreement at any time upon written notice to JPSC. Any prepaid fees will be refunded on a prorated basis.</p> <p>Investment advisory services, if purchased separately, may be more or less than if paid for on a wrap fee basis. Similarly, the compensation received by JPSC and Adviser from CWA may be more or less than that which would be received from another wrap program or paid separately for investment advice, brokerage and other services. Therefore, a possible financial incentive to recommend the CWA over other programs or services may exist. Factors affecting the total cost of the services would include, but are not limited to, the costs of separate professional account management services (non-wrap rate which may be higher), frequency (volume) of trading, or lack of trading activity, and the associated costs of trading.</p> <p>CWA Program Accounts are held at Pershing and clients must utilize Pershing for execution services. JPSC serves as introducing broker dealer on CWD accounts and through its clearing relationship with Pershing, will receive certain revenue related to assets held, transactions, and activity in Program Accounts. Such revenue may include a portion of any transaction charge assessed to a client, asset-based revenue from mutual funds designated by Pershing as NTF mutual funds, revenue from cash balances held in certain money market mutual funds designated as "cash sweep" vehicles, and other revenue from mutual funds pursuant to Rule 12b-1 under the Investment Company Act of 1940. JPSC, the Adviser, Pershing, FundQuest, and each of their respective affiliates may share in these fees. The availability of these fees may be a factor in negotiating the client's annual program fee. In considering the CWA program and the brokerage-related services provided by JPSC and Pershing, a prospective client should be aware that the program may cost a client more or less than purchasing the services separately from other advisers or broker dealers. The factors that should be considered by a prospective client include the size of the client's portfolio, the nature of the investments to be managed, commission costs, custodial expenses, if any, the anticipated level of trading activity and the amount of the program fees for managing the client portfolio.</p> <p>BEST OF AMERICA ADVISORY SERVICES PROGRAM® APA's affiliated broker-dealer, JPSC, has an agreement with Nationwide Investment Services</p>

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>Corporation. APA, through its advisory representatives, may provide management services to clients participating in the Best of America Advisory Services Program® ("Program"), commonly called a wrap fee program, sponsored by Nationwide Investment Services Corporation ("NISC"), a SEC-registered investment advisor. Through JPSC's agreement with Nationwide Investment Services Corporation, the following Program options available to APA's advisory clients:</p> <ul style="list-style-type: none"> • Mutual Fund Series • Variable Annuity Series • Managed Money Solutions - Separate Accounts • Multi-Style Investment Portfolios <p>APA's services will be provided to its advisory clients by its investment adviser representatives ("IARs").</p> <p>Clients participating in the Program enter into an agreement with NISC and APA (the "Client Agreement"), whereby both APA and NISC are co-advisors to wrap accounts. Investment discretion may be retained by either APA or NISC depending on which Program option is selected.</p> <p>Generally, the Client is charged a single, all-inclusive fee by NISC based on average daily net assets in the client's account (the "Program Fee"). The maximum Program Fee varies by program selected, but will not exceed 2.85%. Fees may decline as a percentage of assets as client assets increase, and may be negotiable at the discretion of NISC. A portion of the Program Fee is retained by NISC for investment advisory services, quarterly reports and administrative and operational expenses. The remaining portion is paid to JPSC and APA as compensation for their advisory services, which include but are not limited to, assisting the client in completing a Program questionnaire designed to help identify the client's risk tolerance, investment objectives and financial goals, as well as to indicate any reasonable restrictions the client may wish to place on the management of the client's assets, and assisting the client in completing an investor profile, which lists the client's personal and financial information, in order to assist the client in determining the client's investment selections. The advisory fees paid by NISC to JPSC and APA as compensation for their advisory services are negotiable, and are limited to a maximum annual rate of 1.50% of assets. JPSC and APA will share a portion of the fees received from NISC with their IARs as compensation for the advice and service provided to the Client by such IAR. JPSC's and APA's portion of the fee is negotiable, and may be discounted in 0.05% increments. JPSC and APA may also receive additional administrative fees from NISC, as well as payments for meetings, marketing and support of marketing initiatives.</p> <p>For further information on the Program please consult Schedule H of NISC's Form ADV.</p> <p>MORNINGSTAR MANAGED PORTFOLIOSsm</p> <p>APA's affiliated broker-dealer, JPSC, has an agreement with Morningstar Investment Services, Inc. ("MIS"). APA, through its advisory representatives, may offer clients and potential clients the Morningstar Managed Portfoliossm Program ("Program").</p> <p>The Program is a mutual fund investment advisory program offered by MIS, a federally registered investment advisor. The minimum initial investment to open an account under the Program is \$50,000 and the minimum investment requirement for subsequent investments is \$500. Pursuant to the discretionary authority granted to MIS by the client within the Investment Management Agreement (signed prior to opening an account), MIS will execute transactions in mutual fund shares to rebalance and/or reallocate account assets to be consistent with the client's selected portfolio and restrictions, if any. Rebalancing will typically occur quarterly</p>	

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

PAGE 15

(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: Allied Professional Advisors, Inc.	IRS Empl. Ident. No.: 56-2162279
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Item of Form (identify)	Answer										
	<p>whereas reallocating will occur as frequently as MIS considers necessary. MIS, JPSC and APA will not maintain custody of the individual investor's mutual fund shares. Typically an unaffiliated custodian or a mutual fund transfer agent will hold these shares.</p> <p>As a participant in the Program, the client will pay an annualized fee ("Account Fee") as follows:</p> <table style="margin-left: 40px; margin-bottom: 20px;"> <thead> <tr> <th style="text-align: left;"><u>Assets</u></th> <th style="text-align: left;"><u>Maximum Fee</u></th> </tr> </thead> <tbody> <tr> <td>First \$500,000</td> <td>1.50%</td> </tr> <tr> <td>Next \$500,000</td> <td>1.40%</td> </tr> <tr> <td>Next \$1,000,000</td> <td>1.30%</td> </tr> <tr> <td>Over \$2,000,000</td> <td>1.10%</td> </tr> </tbody> </table> <p>The Account fee is paid quarterly in arrears based upon the average account value during the quarter. MIS will receive compensation for their investment advisory services provided under the Program as a percentage of assets. In addition, MIS will delegate certain services to APA such as assisting each client in completing a questionnaire and other applicable account opening forms, determining suitability, contacting the client at least annually to obtain any changes in their financial situation and acting as liaison between MIS and the client. For these services, JPSC and APA will receive a portion of the fee paid by each client participating in this Program. JPSC's and APA's portion of the fee will not exceed 1.05% on an annualized basis.</p> <p>Clients assets will be invested in shares of mutual funds, which will have their own advisory fees and fund expenses. As a shareholder of these funds, the client will bear their proportionate share of these fees. Clients may invest in the mutual funds directly without participating in the MIS Program (and therefore without paying the Program fee) however in doing so they will not receive the advisory and other services provided by MIS, JPSC and APA respectively.</p> <p>For more information concerning the Morningstar Managed Portfoliossm Program please see MIS' current Form ADV, Part II or SEC client disclosure brochure.</p> <p>BRINKER CAPITAL APA's affiliated broker-dealer, JPSC, has an agreement with Brinker Capital, Inc. ("Brinker"). APA, through its advisory representatives, may solicit clients and potential clients for Brinker's asset allocation programs.</p> <p>Clients enter into an investment advisory agreement with Brinker pursuant to which Brinker assists and advises the investor in establishing objectives, developing an investment strategy to meet those objectives, identifying appropriate investments and monitoring such investments. In consideration for such services, Brinker receives an Investment Advisory Fee, billed quarterly in advance, based on the account asset value at the time the account is established and, thereafter, on the last business day on the immediately preceding quarter. JPSC and APA receive a portion of the Investment Advisory Fee for solicitation and referral of clients to Brinker, assisting clients in completing questionnaires and account opening paperwork, assisting in the development of the initial policy recommendation and managing the ongoing client relationship. The fees paid to JPSC and APA range from 0.00% - 2.80%. JPSC and APA share their portion of the Investment Advisory Fee with the IARs. JPSC and APA may also receive additional administrative fees from Brinker, as well as payments for meetings, training, and support of marketing initiatives.</p> <p>Core Asset Manager Program: Brinker's Core Asset Manager program is a separate account asset allocation program whereby Brinker matches investor objectives with the talents of one or more portfolio managers. Brinker</p>	<u>Assets</u>	<u>Maximum Fee</u>	First \$500,000	1.50%	Next \$500,000	1.40%	Next \$1,000,000	1.30%	Over \$2,000,000	1.10%
<u>Assets</u>	<u>Maximum Fee</u>										
First \$500,000	1.50%										
Next \$500,000	1.40%										
Next \$1,000,000	1.30%										
Over \$2,000,000	1.10%										

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>selects a number of money managers with varying styles and in turn recommends its clients to a particular investment adviser based on the client's individual needs and objectives. Once the client has selected one or more advisers, Brinker monitors the performance of the investment adviser and prepares, provides and presents to clients quarterly reports on performance.</p> <p>The pricing for Brinker's Core Asset Manager program is an all-inclusive account management fee (wrap fee) which may be negotiable. The all-inclusive fee covers all custodial and brokerage services as well as the investment advisory services. It does not cover any fees charged by the SEC. The maximum fee charged is 3.00%. The account minimum is \$500,000, but smaller accounts may be accepted by Brinker at its discretion.</p> <p>Destinations: Brinker also offers a mutual fund asset allocation program called Destinations whereby Brinker has full discretion to select various mutual funds offered through Fidelity Investment Advisor Group which offers an array of Fidelity and Non-Fidelity mutual funds to be used in its asset allocation program. Brinker recommends an asset allocation among mutual funds based on the investor's stated objectives. Brinker has developed an asset allocation strategy based on market conditions as well as changing clients' needs. The client is responsible for payment of the internal expenses and advisory fees as set forth in each mutual fund's current prospectus. The mutual fund fees and expenses are in addition to the account management fee. JPSC and APA do not receive any portion of the mutual fund advisory fees or internal expenses. The maximum fee charged is 3.00%. The account minimum is \$50,000, but smaller accounts may be accepted by Brinker at its discretion.</p> <p>Retirement Plan Services Program: Brinker's Retirement Plan Services Program is an investment program through which Brinker provides asset allocation models to a retirement plan sponsor to be made available to retirement plan participants. The retirement plan sponsor enters into an investment advisory agreement with Brinker, and a separate recordkeeping and administration agreement with a recordkeeping service provider ("Administrator"). Through this program, retirement plan participants are able to select from Brinker's six (6) model investment strategies for management of their retirement plan assets. Brinker establishes, maintains, and rebalances the models on a discretionary basis, and Administrator executes any transaction necessary to align plan participant accounts with Brinker's models. Brinker does not provide investment advice directly to any plan participant. Brinker's models consist entirely of mutual funds available on the Fidelity Investment Advisor Group platform. Brinker's fee for this program is 0.30%. JPSC and APA, as solicitor, can add up to 2.0% as a Solicitor's Fee, which is negotiable and may be discounted as agreed to between the retirement plan sponsor and the IAR. Administrator charges separate fees for its services, as described in the separate agreement for plan administration and recordkeeping. The mutual funds used in this program have their own expenses, which are in addition to the fees charged by Brinker, JPSC, APA, and the Administrator. The mutual fund expenses are described in the prospectus of each respective mutual fund. Neither JPSC, APA, nor any IAR, provides any investment advice to any retirement plan sponsor or retirement plan participant through this program.</p> <p>Brinker Unified Managed Account Program: Brinker's Unified Managed Account Program ("UMA Program") is an investment program through which Brinker provides several multi-manager, multi-asset class investment strategies, using separately managed accounts, mutual funds, and/or exchange traded funds ("ETFs"). The client will enter into an investment advisory agreement with Brinker Capital, through which the client grants Brinker discretionary authority to (i) retain one or more investment managers on behalf of client (each, a "Style Manager") to manage all or a portion of the client's assets, (ii)</p>	

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

PAGE 17

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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

I. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>invest all or a portion of the client's assets in shares of registered mutual funds and/or ETFs, and (iii) retain, on behalf of client, a coordinating sub-adviser to provide portfolio implementation and coordination services with respect to the client's account. Brinker Capital establishes the asset allocation for the client's account based on the investment strategy selected by the client, evaluates, selects and monitors the funds and the managers responsible for managing the assets in the client's account and provides quarterly performance reports to the client. Brinker has retained Salomon Brothers Asset Management Inc. as the coordinating sub-adviser. APA and its representative act in a solicitor's capacity in referring clients to Brinker Capital for Brinker's services under the UMA Program. Neither APA nor its representative provides investment advice to the client with respect to the investment management implementation of the UMA Program. Brinker's fee for this program ranges from 0.70% - 1.25% of assets annually, and varies by account size and investment objective selected. Generally, the fee as a percentage of assets is lower for larger accounts, and for accounts that are more heavily allocated toward fixed income asset classes. APA, as solicitor, can add up to 1.75% as a Solicitor's Fee. APA's fee is negotiable and may be discounted as agreed to between the client the APA representative. The fee is payable upon the opening of the account, based on the market value of the client's account assets when the account is opened, prorated for the number of days remaining in the quarter. Thereafter, the quarterly fee is charged in advance by liquidating assets from the account, based on the market value of the account as of the last business day of the previous quarter. Mutual funds and ETFs have additional internal expenses, including 12(b)-1 fees, that will apply to the extent assets are invested in these investment vehicles. Clients should be aware that they will bear these mutual fund and ETF expenses, as described in the applicable prospectuses, in addition to the UMA Program fees described above.</p> <p>MATRIX ASSET ALLOCATION</p> <p>APA's affiliated broker-dealer, JPSC, has an agreement with Abundance Technologies, Inc., a SEC registered investment adviser. APA, through its advisory representatives, may solicit clients and potential clients for the Matrix asset allocation program ("Matrix").</p> <p>Matrix offers asset management services involving the use of various commingled investment vehicles, primarily using the Dimensional Fund Advisors no-load index mutual funds. Matrix typically allocates a client's assets among various asset class funds, in accordance with the client's specific goals, financial situation and any investment constraints of the client. Matrix may also manage the assets of a client's fixed, variable annuity, and/or life insurance contracts on a discretionary or non-discretionary basis. JPSC and APA are not involved in the asset allocation decisions.</p> <p>JPSC and APA receive a portion of the advisory fee for solicitation and referral of clients to Matrix, assisting clients in completing questionnaires and/or account opening paperwork, obtaining the necessary financial data from the client, assisting the client in determining the suitability of the Matrix Asset Allocation Program, assisting the client in setting appropriate investment objectives and managing the ongoing client relationship. JPSC and APA may also receive additional administrative fees from Matrix.</p> <p>Each portfolio is constructed, reviewed at least quarterly and rebalanced at Matrix's discretion. In addition, Matrix may determine to change asset allocations at any time based on Matrix's economic research concerning the correlation between various asset classes or for other reasons. Depending upon the client's custodian, each purchase, redemption, rebalance or reallocation of a client's assets may involve transaction charges imposed by the client's custodian. The client may also incur custodial or administrative fees depending on the custodian used for the account.</p>

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

PAGE 18

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer										
	<p>The portion of the total fee that JPSC and APA may receive is set forth in the Solicitor's Disclosure Statement. Except as set forth below, Matrix calculates fees based on a percentage of total assets under management. The highest advisory fee which Matrix's clients may pay for Matrix's management of assets as well as the services of the soliciting firm and individual solicitor are as follows:</p> <table> <tr> <th>Account Value</th><th>Max. Advisory Fee</th></tr> <tr> <td>Up to \$500,000</td><td>2.60%</td></tr> <tr> <td>Next \$500,000</td><td>2.00%</td></tr> <tr> <td>Next \$3,000,000</td><td>1.45%</td></tr> <tr> <td>Over \$4,000,000</td><td>1.40%</td></tr> </table> <p>The account minimum is typically \$100,000. Smaller accounts may be accepted at the discretion of Abundance Technologies. The fees on accounts over \$1 million may be negotiable. In some special circumstances, the amount of fees on accounts of \$1 million or less and the timing of the payments may be negotiable. Some clients pay lower fees than this schedule because of the nature of the services the soliciting firm provides such clients. Also, some accounts may be under historically different fee arrangements than the schedule given above. Matrix charges reduced fees to manage the accounts of solicitors and their immediate families. If a solicitor refers at least \$20 million in client assets to Matrix, Matrix will manage a solicitor's account at no charge and charge a reduced fee to manage the accounts of the solicitor's immediate family.</p> <p>Advisory fees are payable quarterly in advance. The quarterly percentage is one fourth of the annual percentage. Fees are based upon the value of the account as of the last business day of each quarterly period. Traded securities are valued at market; annuities and life insurance contracts are valued at their accumulated value.</p> <p>The client is responsible for payment of the internal expenses and advisory fees as set forth in each investment's current prospectus. These fees and expenses are in addition to the account management fee. JPSC and APA do not determine, administer or retain any portion of these fees.</p> <p>The initial fee is based on the account's value at inception of Matrix's management and is prorated for the number of the days in the first quarter. Matrix charges an initial fee for each contribution of assets prorated from the date the assets became available for Matrix's management until the end of the quarter in which the assets became available for Matrix's management.</p> <p>Matrix's standard agreement with its clients contains a provision whereby the client authorizes Matrix's fees to be paid directly from the client's account at the custodian. However, Matrix is willing to manage a client's account if the client wishes to pay Matrix's fee directly. Under most circumstances, the terms of a client's variable annuity or insurance investment do not permit withdrawal of Matrix's fees from the client's variable annuity or insurance investment account. In these circumstances, Matrix requests that the client: (1) open a separate account with Matrix with assets equal to at least 20% of the assets in the variable annuity or insurance investment managed by Matrix; and (2) authorize payment of Matrix's fees for managing the variable annuity or insurance investment assets, from this separate account.</p> <p>Clients may terminate Matrix if notice is given in writing, 30 days prior to termination. Any prepaid fees will be refunded on a pro-rata basis on termination.</p>	Account Value	Max. Advisory Fee	Up to \$500,000	2.60%	Next \$500,000	2.00%	Next \$3,000,000	1.45%	Over \$4,000,000	1.40%
Account Value	Max. Advisory Fee										
Up to \$500,000	2.60%										
Next \$500,000	2.00%										
Next \$3,000,000	1.45%										
Over \$4,000,000	1.40%										

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>INDEPENDENT ADVISORS GROUP APA's affiliated broker-dealer, JPSC, has an agreement with Independent Advisors Group, a SEC registered investment adviser ("IAG"). Investment advisers of APA may also become advisory representatives of IAG for the purpose of soliciting and offering to clients and potential clients IAG asset allocation programs and services including Market Pace, Market Pace II and Optimum Market Portfolios. IAG is affiliated with Linsco Private Ledger Corporation ("LPL").</p> <p>JPSC and APA may receive administrative fees from IAG for each of these programs, in addition to the fees described in the schedules below. JPSC and APA may also receive payments for meetings, training, and support of marketing initiatives.</p> <p>Market Pace and Market Pace II The Market Pace and Market Pace II ("Market Pace Programs") account permits clients to direct the purchase and sale of no-load and load waived mutual funds pursuant to investment objectives chosen by the client, to liquidate previously purchased load mutual funds, and to purchase and sell separate accounts within variable annuities. Equities and fixed income securities may be purchased and sold at the client's direction.</p> <p>The Market Pace Programs also permits clients to select a third party investment adviser ("Portfolio Manager"), to direct and manage specified assets for the client. The account minimum for the Market Pace Programs is \$25,000. These accounts pay a maximum annualized fee ("Account Fee") of 3.00% at all asset levels. The Account Fee is negotiable. IAG retains a portion of the Account Fee as an administrative charge and remits the remainder to JPSC and APA. JPSC and APA share its portion of the Account Fee with its IARs. Accounts with assets valued at less than \$100,000 at the end of the quarter will be assessed \$10.00. JPSC and APA do not determine, administer or retain any portion of this fee.</p> <p>In addition to the Account Fee stated above, a Market Pace account is assessed a transaction charge ("Transaction Charge") to defray the costs associated with trade execution. Although the Transaction Charge is identified under the commission column on the confirmation, it represents a reimbursement of transaction costs and not commissions. Neither JPSC, APA, nor its IARs, receive any portion of the Transaction Charge. For more information on Transaction Charges please see the Market Pace Client Services Agreement and the IAG Market Pace Brochure.</p> <p>Clients are not charged Transaction Charges under the Market Pace II program. In exchange, clients pay a higher percentage of fees for the Market Pace II program than the Market Pace program. This is the fundamental difference between the two programs.</p> <p>The Market Pace Programs may cost the client more or less than purchasing program services separately. Factors that bear upon the cost of the Market Pace account in relation to the cost of the same services purchased separately include: the type and size of the account, the historical and or expected size or number of trades for the account, and the number and range of supplementary advisory and client related services provided to the account.</p> <p>Transactions in Market Pace accounts are cleared through LPL, pursuant to IAG's clearing agreement with LPL. Scudder Trust Company serves as custodian on retirement accounts.</p> <p>Optimum Market Portfolios The Optimum Market Portfolios ("OMP") Program offers an asset allocation Program the "OMP Program" (OMP) to clients using Optimum Funds Class I shares. LPL is authorized by the client on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client.</p>	

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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

I. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>Advisory representatives of IAG will obtain the necessary financial data from client, assist client in determining the suitability of the Program and assist client in setting an appropriate investment objective. Once the client has selected a portfolio and the Program minimum (\$15,000) has been reached, IAG and LPL will purchase Optimum Funds and a money market fund in amounts appropriate for the portfolio selected. IAG has retained LPL, a registered investment adviser, through a subadvisory agreement to provide research and model portfolio management services. LPL will rebalance the account on the frequency as selected by the client. OMP accounts pay a maximum annualized fee ("Account Fee") of 2.50%. The Account Fee is negotiable and is payable quarterly in advance.</p> <p>IAG retains a portion of the Account Fee as an administrative charge and remits the remainder to JPSC and APA. JPSC and APA share their portion of the Account Fee with their IARs. IAG and LPL follow a strategic asset allocation investment style in constructing portfolios for the Program. Asset allocation methodology is implemented by combining investments representing various asset classes that react differently to varying market conditions. As with any investment strategy, there is no guarantee that the use of an asset allocation strategy will produce favorable results.</p> <p>During any month that there is activity in the account, client will receive a monthly account statement showing account activity as well as positions held in the account at month-end. Additionally, the client will receive a confirmation of each transaction that occurs within the account unless the transaction is the result of a systematic purchase or systematic redemption. The client will also receive from IAG detailed quarterly performance reports describing account performance and positions. An additional yearend report will be provided for accounts not established on a calendar quarter basis. To the extent permissible by state and federal law, IAG may elect to deliver account information electronically.</p> <p>In addition to the Account Fee, the account will be assessed a confirmation charge ("Confirmation Charge"). The Confirmation Charge represents a reimbursement of expenses associated with printing and mailing confirmations and not commissions. Accounts with assets valued at less than \$100,000 at the end of the quarter will be assessed an additional \$25.00. Accounts with assets valued at \$100,000 up to \$200,000 at the end of the quarter will be assessed an additional \$20.00. JPSC and APA do not determine, administer or retain any portion of these fees.</p> <p>The OMP Program may cost the client more or less than purchasing program services separately. Factors that bear upon the cost of the OMP account in relation to the cost of the same services purchases separately include: the type and size of the account, the historical and or expected size or number of trades for the account, and the number and range of supplementary advisory and client related services provided to the account.</p> <p>For more information on all of the services offered by and fees charged in the Market Pace or OMP Programs, please see IAG's Form ADV, Part II, disclosure brochure and applicable Client Services Agreement. Further information regarding charges and fees assessed by a mutual fund or the annuity are available in the appropriate prospectus.</p> <p>OTHER INVESTMENT SUPERVISORY SERVICES Additionally, JPSC has arrangements with various money managers for portfolio management services and makes those services available through Allied Professional Advisors' advisory representatives. The advisory representative will receive a portion of either the timing fee or</p>

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

PAGE 21

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
1(A) 3	<p>portfolio management fee charged to the client. The client signs the agreement for services and fees directly with the timing service or money manager. APA may receive a portion of the fee charge to the client by the aforementioned services. Any such fee is determined by the service and is described in the Form ADV Part II or disclosure document of that service.</p> <p>CONSULTATION SERVICES</p> <p>APA, through its advisory representatives, may offer consultation services and provide general investment advice or guidance to clients in accordance with a written service agreement. This consulting service may include:</p> <ol style="list-style-type: none"> 1) A review of the Client's current investment portfolio prepared by an entity other than APA or its advisory representative. 2) A review of the Client's comprehensive financial plan or any portion thereof, prepared by an entity other than APA or its advisory representative. 3) The discussion of a generic investment portfolio or investments in general with the Client, not involving any specific investment recommendations. 4) Review of a client's current retirement plan, estate plan, or college funding plan. 5) Review of financial documents at the request of other professionals, including but not limited to attorneys and accountants. <p>The consultation service shall not make recommendations on, nor obligate the Client to purchase, specifically named investment or insurance products. Clients will not be obligated to use JPSC as the broker/dealer to purchase specific securities or insurance. The clients may obtain legal, accounting and investment services from any professional source to implement any generic recommendations made by APA's advisory representatives. If the client elects JPSC as the broker/dealer of record, the client is made aware that the advisory representative is also a registered representative of JPSC in its capacity as a broker/dealer. The client is also informed that the registered representative may give more specific recommendations regarding investments in his or her separate role as a registered representatives of JPSC, as opposed to their role as an advisory representative of APA, if the client relationship extends to that phase. Client is informed that the registered representatives are separately compensated in the form of commissions or investment fees for this broker dealer service. Clients are aware that the recommendations developed by an advisory representative are based upon the professional judgment of such advisory representative and neither APA nor its advisory representative can guarantee the results of these recommendations. After the consultation is complete, the obligation from APA to the client will terminate and neither APA nor its advisory representatives will be under any obligation thereafter to update or to monitor the Client's investment and insurance portfolios.</p> <p>As compensation to APA for rendering the above described services, client will be charged either an hourly fee not to exceed \$300 or a fee per visit not to exceed \$500. This fee will be shared between APA and its advisory representative for their services.</p> <p>The written service agreement executed by the client and advisory representative for financial analysis, planning, and consulting services will be presented to an officer of APA for approval before the agreement becomes effective. During the term of the agreement, the client shall have the right to terminate this Agreement without penalty at any time within five (5) business days after client executes the service agreement with all fees related to the agreement refunded in full. In addition, upon receipt of a written request and with approval of an officer of APA, the client may terminate the agreement at any time during its term. In the event the client does not wish to provide the information necessary for APA to perform the Financial Analysis and Plan,</p>	

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

PAGE 22

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
1(A) 7	<p>APA must be notified in writing on or before the twelve month anniversary of the date of the acceptance by APA of the agreement. If APA, through its advisory representative, is so notified, the obligation to perform the financial analysis, planning, and consultation service will be terminated. However, any fees previously paid will be retained by APA. Notwithstanding anything to the contrary stated herein, the Agreement may be terminated by APA at any time by giving the client written notice thereof.</p> <p>APA and its IARs may also provide financial consultation services without charging a separate fee for these services. If no separate fee is charged, a written service agreement may or may not be utilized in conjunction with the provision of these services. If the client elects to implement any transactions in securities or other financial products as a result of the financial consultation services, and elects to use APA and/or its IAR in such implementation, APA and/or its IAR may receive commissions, fees, and/or other compensation in the process of implementation.</p> <p>Allied Professional Advisors, Inc. ("APA") allows its advisory representatives to send newsletters to their clients or prospective clients. These newsletters may be prepared by APA or by an approved third-party newsletter service.</p> <p>Neither APA nor its advisory representatives are qualified to render legal or tax advice, and they do not offer legal or tax advice at any time. Clients are encouraged to consult a competent attorney or tax specialist with respect to any recommendations or other matters reviewed that may require a legal or tax opinion. Neither the financial analysis and plan nor the consultation services shall advise or purport to advise any client insured under, named as a beneficiary of, or having any interest in a life insurance contract, in any manner concerning that contract or such client's rights in respect thereto. Concurrent with the receipt by the client of the financial analysis and plan prepared by APA's advisory representative, the client may receive, without charge, and if previously requested, a life insurance analysis from an agent of JPSC or another corporate affiliate of APA who is a licensed life insurance agent. Such life insurance analysis is separately available without any investment advisory services at no charge. JPSC or its corporate affiliate will receive compensation for such analysis and/or recommendation only in the form of life insurance commissions in the event that it sells a life insurance policy to the client. The IAR will not receive any fee, commission or compensation of any kind on account of any life insurance analysis and/ or recommendation provided by a representative of JPSC or its affiliate to the client. APA shall have no obligation to make any recommendation or give any advice to the client that, in the sole judgment of APA, would be impracticable, unsuitable, unattainable or undesirable. It is understood that APA provides services of the type contemplated hereunder, as well as other services, for a number of clients. Clients should understand that APA may perform similar services and provide advice of the same or of a different nature to other client as given to the client in question.</p>
1(A) 9	<p>FINANCIAL ANALYSES AND PLANS</p> <p>APA, through its Investment Advisory Representatives ("IARs"), provides clients with financial analyses and plans pursuant to a written service agreement.</p> <p>Under the written service agreements, the IARs of APA will consult with the client to obtain information regarding the client's assets, liabilities, present and foreseeable future obligations, present and future income, financial goals, and other data related to the foregoing.</p> <p>Once the information has been gathered, the IAR will furnish clients with a Financial Analysis and Plan that will include some or all of the following:</p>

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
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Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>1) Summary of client's present financial situation that may include a statement of net worth, cash flow model, current allocation of assets and other related analyses as applicable.</p> <p>2) Summary of financial and insurance goals that may include such topics as retirement planning and estate planning, indicating shortfalls and/or overages client may experience, using assumed interest rates, inflation rates, estimates of current and future income and living expenses and/or other factors and contingencies.</p> <p>3) General advice concerning the client's financial and insurance objectives that may include potential strategies to pursue such objectives, the repositioning of current assets and the directing of current and future invested assets.</p> <p>This financial analysis and plan will consist of a computer generated program drawing on statistical samples and will be designed to provide general guidance toward accomplishing stated investment and insurance goals. The operation of these programs shall be unalterable by the IARs. The clients are informed in writing that the third party software vendors who supply the programs are unaffiliated with APA and therefore APA cannot be held responsible for any aspect of these software programs.</p> <p>APA, through its IARs, will deliver a written financial analysis and plan to the client and shall meet with the client for a review of the document. After this review, APA's obligations to the client shall terminate. Any necessary updates to the financial analysis and plan, or execution of the recommendations made in the plan, shall be at the sole discretion of the client. APA and its IAR shall be under no obligation thereafter to update the financial analysis and plan or to monitor the changes in the clients' financial circumstances, investments and/or insurance.</p> <p>Financial Analyses and Plans provided by APA will only give generic recommendations and shall not make recommendations for specifically named investment or insurance products. Clients will not be obligated to use JPSC as their broker dealer of record to purchase specific securities or insurance or pursue any investment strategy. The clients may obtain legal, accounting, and other investment services from any professional source to implement any generic recommendations made by APA. If the client elects JPSC as the broker dealer of record, the client is aware that the IAR is also a registered representative of JPSC. The client is also informed that the registered representative may give more specific recommendations regarding investments in his or her separate role as a registered representative of JPSC, as opposed to their role as an IAR of APA, if the client relationship extends to that phase. The client is informed that the registered representatives are separately compensated in the form of commissions or investment fees for this broker dealer service. Clients are aware that the recommendations developed by an advisory representative are based upon the professional judgment of such advisory representative and neither APA nor its advisory representative can guarantee the results of these recommendations.</p> <p>As compensation to APA for rendering the Financial Analysis and Planning services, fee charged will be determined by the advisory representative and client and shall not exceed \$25,000. Clients shall have the option to pay a portion of the fee at the time the service agreement is signed, and the remainder of the fee when the Financial Analysis and Plan is delivered to them. In no event will fees be charged more than six (6) months in advance. The client may elect an update to their Financial Analysis and Plan by submitting a written request to APA or its IAR. Any such update will be provided on substantially the same terms as the initial Financial Analysis and Plan, subject to a separate fee negotiated between the client and the IAR. The fee for an update shall not exceed the fee charged for the initial Financial Analysis and Plan. This fee will be shared between APA and its advisory representative for their services.</p> <p>APA and its IARs may also provide financial analysis and/or a financial plan to a client without</p>	

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

PAGE 24

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>charging a separate fee for these services. If no separate fee is charged, a written service agreement may or may not be utilized in conjunction with the provision of these services. If the client elects to implement any transactions in securities or other financial products as a result of the financial analysis or financial plan, and elects to use APA and/or its IAR in such implementation, APA and/or its IAR may receive commissions, fees, and/or other compensation in the process of implementation.</p> <p>SEMINARS APA's advisory representatives offer generic "money management" seminars to the public using approved third-party seminar programs. The seminars generally consist of a generic discussion of investment strategies using a wide variety of investment and insurance products. APA may charge generic seminar attendees a fee not to exceed \$250.00</p>	
3(K) 3	Equipment leasing limited partnerships.	
3(L)	Non-traded real estate investment trusts.	
4(A) 5	APA, through its representatives, provides financial analyses and plans with the use of software programs offered by third party vendors. These programs shall draw on statistical samples and will be designed to provide general guidance toward accomplishing stated investment and insurance goals.	
5	APA requires all investment adviser representatives to also be registered representatives of JPSC in its capacity as a broker-dealer. As such, each investment adviser representative must pass one or more securities examinations and participate in mandatory continuing education. Most investment adviser representatives have passed an additional securities examination specific to investment advisory activities, or have a professional designation that qualifies them to register as an investment adviser representative in the various states and jurisdictions in which they have a place of business.	
6	<p>David Booth was born in 1963. He holds a Bachelor of Arts degree from Middlebury College. He has been with JPSC in various management positions since 1990 and is presently President and Director of APA.</p> <p>Charles Cornelio was born in 1959. He holds a Bachelor of Arts degree from Tufts University and a Juris Doctor from Boston University Law School. Since 1990, he has served in various managerial and executive positions with JPSC. He is currently Director for APA.</p> <p>Carol Hardiman was born in 1954. She holds a Bachelor of Arts degree from the University of New Hampshire. She has been with JPSC since 1976 and is presently Vice President and Director of APA.</p> <p>David Armstrong was born in 1970. He holds a Bachelors of Arts degree with a concentration in Mathematics from Hamilton College. He has been with JPSC since 1994 and is presently Vice President and Director of APA.</p>	

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

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

I. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
7(A)	<p>Stephen Youhn was born in 1962. He holds a Bachelor of Science degree in Marketing from the University of South Florida, a M.B.A. from the University of Florida, and a J.D. from Stetson University College of Law. Stephen has been with JPSC since 2007 and is presently Vice President and Chief Compliance Officer of APA. Prior to joining JPSC and APA, Stephen served as Chief Compliance Officer for M Holdings Securities. He also spent several years with the Chicago Board Options Exchange.</p> <p>John Weston was born in 1959. He holds a Bachelor of Science degree in Business Administration from the University of New Hampshire. He served as Treasurer of JPSC from 1998 through 2007 and has served as Vice President and Treasurer of APA since 2004.</p> <p>Donna Wilbur was born in 1950. She holds a B.S. in Management/Accounting from the University of Massachusetts. She is currently Assistant Treasurer of APA.</p>
7(B)	<p>Jefferson Pilot Securities Corp. (JPSC) is an NASD registered broker/dealer. All APA advisory representatives are registered representatives of JPSC's broker-dealer. Approximately 90% of management's time is devoted to JPSC's broker-dealer activities.</p>
7(C)	<p>All APA advisory representatives are registered representatives of JPSC's broker-dealer and in that capacity may sell securities such as mutual funds, variable annuities, variable life insurance, municipal bonds, and limited partnerships. Approximately 90% of management's time is devoted to JPSC's broker-dealer activities.</p>
8(C) 1	<p>APA is affiliated with Jefferson Pilot Securities Corporation (JPSC), a SEC-registered broker-dealer and member of the NASD. APA's principal executive officers devote approximately 90% of their time to the management of JPSC.</p>
8(C) 3	<p>APA is affiliated with Jefferson Pilot Securities Corporation (JPSC), a broker-dealer with which all of its advisory representatives must be registered and through which all of its advisory clients' securities transactions are cleared, with certain exceptions. APA is also affiliated with Jefferson Pilot Variable Corporation (JPVC), a broker-dealer with which it has a selling agreement allowing its advisory representatives to sell products distributed by JPVC.</p>
8(C) 9	<p>APA is affiliated with Jefferson Pilot Investment Advisory Corporation (JPIAC), an SEC-registered investment adviser. JPIAC is the investment adviser for certain variable products that the applicant's advisory representatives may recommend to clients. APA is also affiliated with Jefferson Pilot Securities Corporation (JPSC), an SEC-registered investment adviser. APA may act as co-adviser to certain clients of JPSC.</p>
9(A)	<p>APA is a wholly-owned subsidiary of Lincoln National Corporation. Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.</p>
9(A)	<p>APA is affiliated with Jefferson Pilot Securities Corporation (JPSC), a broker-dealer with which all of its advisory representatives must be registered and through which all of their advisory clients' securities transactions are cleared, with certain exceptions. JPSC may act as a principal</p>

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

PAGE 26

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	in certain client transactions in municipal securities and other fixed income transactions.	
9(B)	APA is affiliated with Jefferson Pilot Securities Corporation (JPSC), a broker-dealer with which all of its advisory representatives must be registered and through which all of their advisory clients' securities transactions are cleared, with certain exceptions. JPSC and representatives of APA, in their capacity as registered representatives of JPSC, effect securities transactions for compensation for clients.	
9(D)	The applicant's representatives may recommend that clients buy proprietary products sponsored by an affiliated company.	
9(E)	<p>APA's advisory representatives may purchase securities for their own investment purposes, and in doing so may purchase securities that are also recommended to clients. APA procedures require that client orders be placed ahead of orders for APA accounts or accounts of investment adviser representatives. APA procedures also prohibit APA orders and orders for the benefit of investment adviser representatives from inclusion in "block trades", orders aggregated across client accounts for the purpose of seeking the most cost-effective execution of client orders. APA policies require that best execution be sought for all client orders in which APA or its investment adviser representatives are responsible for order entry. In each case where such a conflict of interest exists, the conflict is disclosed to the client in the applicable client services agreement or the disclosure documents provided to the client with respect to the investment program.</p> <p>Pursuant to Rule 204A-1 of the Adviser's Act, APA has developed, and enforces, a code of ethics which is focused on reminding associated persons of their fiduciary obligations with respect to clients, requiring compliance with all federal securities laws, and setting standards of business conduct to which all associated persons must adhere. Rule 204A-1 also requires APA to monitor the personal securities transactions of all access persons to ensure the fiduciary obligations that APA has towards its clients are fulfilled. A copy of APA's code of ethics is available upon request.</p>	
10	Various managed programs offered by the applicant, as described in section 1 D of this Schedule F, provide investment supervisory services, the management of investment advisory accounts, or are held out as financial planning or similarly termed services and impose a minimum dollar value of assets.	
12(A)3-4	Delaware Management Business Trust, affiliate investment adviser of APA, may manage APA client accounts in Custom Wealth Manager, an investment advisory service program sponsored by JPSC. DMBT may have discretionary authority over these accounts.	
12(B)	APA does not direct business to broker-dealers in exchange for research or for other products and services. However, investment adviser representatives IARs of APA may recommend investment advisory services that require the use of a specific broker-dealer and/or custodian. Where APA makes the determination of broker-dealer and/or custodian, the arrangements and associated investment advisory services are described in Schedule F and the corresponding Schedule H. In other cases, APA IARs recommend that transactions be processed through	

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

PAGE 27

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
13(A)	<p>Jefferson Pilot Securities Corporation (JPSC), an affiliate of APA. This recommendation will be made in cases where the IAR of APA is also a registered representative of JPSC, so that JPSC may appropriately supervise such transactions and maintain the records required of broker-dealers. Where transactions are conducted through JPSC in advisory accounts, no commissions are charged by JPSC or paid to the APA IAR. Although no commissions are charged on these transactions, clients will pay a transaction or execution fee for certain of these transactions, a portion of which may be retained by JPSC for its services in processing the transaction. Certain assets such as money market funds and other mutual funds have internal expenses, including 12(b)-1 fees, and JPSC may receive a portion of these fees where JPSC is the broker-dealer of record on the account. Where transactions are not conducted in advisory accounts, the client may choose to engage the APA IAR in his/her capacity as a registered representative of JPSC and utilize JPSC for execution of transactions on a commissionable basis, or may choose another broker-dealer. If a broker-dealer other than JPSC is used, it is unlikely that either JPSC or the APA IAR(s) will participate in the trade execution or management of the account.</p> <p>APA has agreements with certain sponsors of investment advisory programs and custodians used for certain investment advisory programs under which the sponsors and/or custodians provide compensation and/or expense reimbursements to APA in support of its administrative, training, education, and marketing initiatives. The method, timing and amount of payments vary by program and by custodian, and may entail a direct payment or reimbursement of expenses, payment of a specific dollar amount to participate in a conference or training session, payment of a fee or service charge for a transaction, or payment of a percentage of assets under management. These payments may include fees in connection with securities transactions, transaction or account-based administrative or service charges, and may include payments of 12(b)-1 fees or other asset-based fees from money market funds and other mutual funds. Payments calculated as a percentage of asset management range from 0% to 0.25%. Asset-based administrative charges range from 0%-0.25%. Sponsors and custodians may also directly absorb certain education and training costs attributable to APA and may send their employees to meetings or other forums to provide education and training on their respective products and services.</p> <p>APA, its investment adviser representatives ("IARs") and clients may also receive the benefit of certain services provided by program sponsors and custodians. These services may include performance reporting, statement creation and delivery, technology systems including online access to account information, fee liquidation, notification and payment services, marketing material and other services related to the management of investment advisory accounts. Some of these services entail additional charges to APA, its IARs, or to clients, while others are packaged and available as part of an investment advisory program without itemization of the cost of each product or service.</p>
13(B)	<p>APA may pay client referral fees to other registered investment advisers.</p> <p style="text-align: center;">PROXY VOTING POLICY</p> <p>APA does not vote proxies on behalf of clients, and prohibits its investment adviser representatives from voting proxies on behalf of clients. Where a client selects an investment manager other than APA for portfolio management and implementation services, the proxy policies of that investment manager may provide for the voting of proxies on behalf of clients.</p>

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>The proxy voting policy of any such manager will be described in the applicable client agreement and the Form ADV or disclosure brochure of the investment adviser and/or investment program selected by the client</p> <p style="text-align: center;">PREDISPUTE ARBITRATION DISCLOSURE</p> <p>In contracting for certain services offered by Jefferson Pilot Securities Corporation, clients will execute an agreement describing the provision, nature and compensation of those services. Each of these agreements contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:</p> <ul style="list-style-type: none">• All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.• Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.• The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.• The arbitrators do not have to explain the reason(s) for their award.• The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.• The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.• The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. <p>It is agreed that any controversy arising out of or relating to those agreement or the accounts established there under, shall be submitted to arbitration in accordance with the rules adopted by the National Association of Securities Dealers, Inc. Dispute Resolution Board. It is further agreed that the laws of the State of New Hampshire will apply to any controversy arising out of or relating to those agreements or the accounts established there under, unless prohibited under applicable state law.</p> <p>No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under those agreements except to the extent stated herein.</p> <p>Nothing in those agreements shall constitute a waiver of any of your rights under applicable securities laws or regulations.</p> <p>LINCOLN FINANCIAL GROUP® PRIVACY PRACTICES NOTICE</p> <p>The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. We share your personal information with third parties as necessary to provide you with the products or services you request and to administer your business with us. This notice describes our current</p>

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this notice, but you do have certain rights as described below.</p> <p>INFORMATION WE MAY COLLECT AND USE</p> <p>We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; or to tell you about our products or services we believe you may want and use. The type of personal information we collect depends on the products or services you request and may include the following:</p> <ul style="list-style-type: none">• Information from you: You give us information when you submit your application or other forms, such as your name, address, Social Security number; and your financial, health, and employment history.• Information about your transactions: We keep information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment history.• Information from outside our family of companies: If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information from other individuals or businesses, such as medical information.• Information from your employer: If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan. <p>HOW WE USE YOUR PERSONAL INFORMATION</p> <p>We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers; and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information obtained from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.</p> <p>When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need</p>

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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Allied Professional Advisors, Inc.		IRS Empl. Ident. No.: 56-2162279
Item of Form (identify)	Answer	
	<p>to take any action for this benefit.</p> <p>SECURITY OF INFORMATION</p> <p>Keeping your information safe is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect your information. Our employees are authorized to access your information only when they need it to provide you with products and services or to maintain your accounts. Employees who have access to your personal information are required to keep it strictly confidential. We provide training to our employees about the importance of protecting the privacy of your information.</p> <p>Questions about your personal information should be directed to:</p> <p style="text-align: right;">Lincoln Financial Group Attn: Enterprise Services Compliance-Privacy, 6C-00 1300 S. Clinton St. Fort Wayne, IN 46801</p> <p>*This information applies to the following Lincoln Financial Group companies:</p> <p>Allied Professional Advisors, Inc. First Penn-Pacific Life Insurance Company Hampshire Funding Jefferson Pilot Securities Corporation JPSC Insurance Services, Inc. Lincoln Financial Advisors Corporation Lincoln Investment Advisors Corporation Lincoln Life & Annuity Company of New York Lincoln Variable Insurance Products Trust The Lincoln National Life Insurance Company</p> <p>ADDITIONAL PRIVACY INFORMATION FOR INSURANCE PRODUCT CUSTOMERS</p> <p>CONFIDENTIALITY OF MEDICAL INFORMATION</p> <p>We understand you may be especially concerned about the privacy of your medical information. We do not sell or rent your medical information to anyone; nor do we share it with others for marketing purposes. We only use and share your medical information for the purpose of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosure to regulatory authorities or in response to a legal proceeding.</p> <p>MAKING SURE MEDICAL INFORMATION IS ACCURATE</p> <p>We want to make sure we have accurate information about you. Upon written request, we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you believe that any of our records are not correct, you may write and tell us of any changes you believe should be made. We will respond to your request within 30 business days. A copy of your request will be kept on file with your personal information so anyone reviewing your</p>	

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant:
Allied Professional Advisors, Inc.

SEC File Number:
801- **56801**

Date:
07/31/2007

(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:

Allied Professional Advisors, Inc.

IRS Empl. Ident. No.:

56-2162279

Item of Form (identify)	Answer
	<p>information in the future will be aware of your request. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years.</p> <p>Questions about your personal medical information should be directed to:</p> <p style="text-align: center;">Lincoln Financial Group Attn: Medical Underwriting P.O. Box 21008 Greensboro, NC 27420-1008</p> <p>The CONFIDENTIALITY OF MEDICAL INFORMATION and MAKING SURE INFORMATION IS ACCURATE sections of this Notice apply to the following Lincoln Financial Group companies:</p> <p>First Penn-Pacific Life Insurance Company Lincoln Life & Annuity Company of New York The Lincoln National Life Insurance Company</p> <p>Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.</p>

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

PAGE 32