

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:  
801-68896

Date:  
07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1.D.	<p>Engleson and Associates (hereinafter referred to as "the Company") is a Registered Investment Adviser with the Securities and Exchange Commission ("SEC") and located in the state of New York. The Company and its investment advisory representatives (the "IARs"), offer a broad range of financial products and services. The Company's investment advisory services and fee arrangements are described in the following pages. Clients are offered this wide range of products and services in order to better meet their specific needs. The Company offers client portfolio review solely on an advisory basis. These options are available to all clients.</p> <p><b><u>I. Premier401K.com 401K CONSULTING</u></b></p> <p>Premier401K.com 401k Consulting consists of individual employee participants establishing an account at Premier401K.com, where the representatives will monitor and review their retirement plan. As the needs of the plan dictate, areas of advising could include: investment options, plan structure, participant education. Premier401K.com representatives advise primarily on the following types of plans/products:</p> <p style="text-align: center;"><b>401(k)    403(b)    457 plan    Deferred Compensation    Tax Deferred Annuities</b></p> <p><u>Fee Schedule:</u></p> <p>If the Client chooses to have a credit card billed monthly in advance, the cost is \$39.95 for the service. If the Client chooses the annual plan, the cost is \$399 dollars in advance for the year.</p> <p>Fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee as well as an advance invoice from E&amp;A (sent to the custodian simultaneously) detailing the amount and calculation of the advisory fee.</p> <p>In addition to E&amp;A's consulting fee, the Client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the funds prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.</p> <p>All 401(k) planning services shall be in compliance with the Investment Advisers Act of 1940, rules and regulations thereunder, and applicable State law(s) regulating the services provided by this Agreement. This section applies to an Account that is a pension or other employee benefit plan (a "Plan") governed by the Employee</p>
-----------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:  
**Engleson & Associates, Inc.**SEC File Number:  
801-68896Date:  
07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1.D.  
(Continued)

pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the Account is part of a Plan and we accept appointments to provide E&A's services to such Account, E&A acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in section 1 of this agreement). Client represents that (i) E&A's appointment and services are consistent with the Plan documents, (ii) Client has furnished E&A true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain E&A. Client further represents that he/she/it will promptly furnish E&A with any amendments to the Plan, and Client agrees that, if any amendment affects our rights or obligations, such amendment will be binding on E&A only with our prior written consent. If the Account contains only a part of the assets of the Plan, Client understand that E&A will have no responsibilities for the diversification of all the Plan's investments, and E&A will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain at his/her/its expense bonding that satisfies this requirement and covers E&A and any of our affiliates.

**II. FINANCIAL PLANNING**

The Company generally provides broad-based financial planning advice. Some of the advice will relate to investment securities. Such services may include, but are not limited to, Asset Relocation, Retirement (401k, 403b Tax-Sheltered Annuities, IRA) planning calculations, IRA Minimum Required Distribution calculations or other specialized presentations such as college, long-term care or estate planning.

Estate Planning: This may include coordination of a plan or the handling of tax-related issues with the client's attorney, accountant or CPA. It may also include assistance with funding of trusts or re-titling of assets.

Matters not Involving Securities (and some administrative services):

This may include review of trust documents, ERISA documentation, Prudent Man rules, charitable gifting, tax planning and implications, administrative pension rules and procedures used to service an account. The Company will typically provide service on additional matters concerning estate and retirement planning, employee benefit planning, insurance plans, securities, tax shelters and capital accumulation methods. May also advise on income, gift and estate other than securities or investments. Financial planning information may be obtained through personal interviews with each client, or via an interactive website, concerning the clients' current financial status, future goals and attitudes towards risk. Related documents supplied by the client are carefully reviewed, along with data gathered from the client, by the Company's investment adviser representatives, Philip Engleson or John A. Correll III.

Philip Engleson or John A. Correll, III review all portfolios on a continuing basis according to agreement with the client on a monthly, quarterly or semi-annual basis. The Company prepares a written financial plan or analysis for each client that

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

**Schedule F of  
Form ADV**

**Continuation Sheet for Form ADV Part II**

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:  
801-68896

Date:  
07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1.D. (Continued)	<p>authorizes such engagement, subject to the fees set forth in this schedule. While the written financial or investment plan would be based on the individual needs of each client, it would be continuous only if the client elected to engage the Company for regular review of the plan.</p> <p>The review is optional with the client but, if elected, a continuous review will be provided at agreed upon periodic intervals and would be based upon updated information regarding the individual needs and desires of each client.</p> <p>The Company charges \$300 per hour or a fixed fee generally ranging from \$1000-\$10,000 which will be quoted prior to the contract being executed. The fee charged will be based upon the client's circumstances and services provided. A quote of estimated time involved will be given upon contracting with the client. Under no circumstances will the client be charged more than \$500 more than six months in advance. The financial plan does not need to be implemented through the Company. Once the completion of the financial plan is done and the agreement is fulfilled, the client has the right to take that plan to whomever they wish to implement that plan.</p> <p>Depending upon the nature of the reviews selected by the client, investment advice may be furnished in a manner not described above. Although the nature of such advice cannot be foreseen at this time, there is no charge for the initial consultation. The Company may provide one or all of the following review:</p> <p>A) <u>Portfolio Review</u> - The review process includes monthly reviews, advice relating to investments, asset allocation, insurance, estate planning, etc. Reviews may be verbal or written, as agreed upon with the client.</p> <p>B) <u>Information Review</u> - For commissionable products and small accounts, the review is not formal. The Company reviews return on investments and standard deviation annually.</p> <p>C) <u>Administrative Portfolio Services</u> - Staff assistance required for application processing and problem resolution done to help the client meet their goals. Fees are payable quarterly in advance. Client may elect to update a written financial plan. After new and updated client data is gathered, the fee is negotiated and agreed upon in advance prior to preparation and delivery of the plan. The fee is payable quarterly in advance. If a client elects a periodic review, the fee is negotiated, agreed upon and paid in advance, but is refundable on a pro-rated basis if the client wishes to terminate the agreement.</p> <p>The engagement agreement may be terminated by either party at any time prior to the delivery date of the written financial plan and a refund of unearned fees will be made based upon the time and effort expended by the Company before termination. Clients who terminate the contract within five (5) days of signing the contract shall be provided a full refund.</p> <p>A conflict of interest may exist between the interests of the Company and the interests of the client. The client is under no obligation to act on the Company's recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transactions through an associated person of the</p>
--------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

Applicant: <b>Engleson &amp; Associates, Inc.</b>	SEC File Number: 801-68896	Date: 07/14/2008
------------------------------------------------------	-------------------------------	---------------------

(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: <b>Engleson &amp; Associates, Inc.</b>	IRS Empl. Ident. No.:
Item of Form (identify)	Answer

Item 1.D. (Continued)	<p>Company when such person is employed as an agent of EPlanning Securities, a licensed broker dealer.</p> <p><b><u>III. ASSETS UNDER ADVISEMENT</u></b></p> <p>The Company may provide recommendations and advice regarding specific client assets based upon a percentage of the client's assets under advisement. The Company consults with the client to obtain detailed information and other pertinent data using an investor profile worksheet to enable the Company to determine the appropriate guidelines, risk tolerance and other factors that may assist in providing suitable recommendations to the client.</p> <p>The fees for the above services are generally 1.60% of the assets under advisement. The Company may chose to provide the services for a flat fee of \$1,000 to \$50,000. Fees are payable in advance on a quarterly basis. The Company may charge the Custodian account for certain additional assets managed for client by the Company but not held by the Custodian (i.e. variable annuities, mutual funds, 401-K, 403(b), and 529 plans). The Company will send to the client a quarterly bill showing the amount of the fee and the value of client's assets on which the fee was based. Either party upon written notice may terminate the contract at any time. Upon termination, the client receives a refund of any unearned fees prorated to the amount of days in the quarter in which the client received the Company's services. A full refund will be provided without penalty if the client terminates the agreement in writing within five business days of the contract being executed.</p> <p><b><u>IV. INVESTMENT CONSULTATIONS</u></b></p> <p>Investment consultations are one type of advisory service involving investment analysis and recommendations. Fees will be charged at \$300 per hour. This is a specific and finite service. Fees are paid quarterly in advance. The same refund and termination policies as would apply to Financial Planning Services apply to this service.</p> <p><b><u>V. OTHER SERVICES</u></b></p> <p>The Company holds seminars throughout the year at various locations. All information and advice furnished by either to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law.</p>
Item 3.K.(3)	E&A may offer advice on interest in partnerships investing in sectors other than real estate and oil/gas.
Item 5.	The Company requires all individuals to be properly licensed and registered, unless exempted, in states in which such individuals are conducting investment advisory business.

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

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:

801-68896

Date:

07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 6.	<p>EPlanning Securities, Inc. is the broker/dealer for Philip M. Engleson and John A. Correll III. They are both Registered Representatives of this broker/dealer. EPlanning Securities Advisors, Inc. is the RIA for Philip M. Engleson and John A. Correll III. They are both Investment Advisor Representatives of CIRA.</p> <p><b>Philip M. Engleson</b> DOB: 01/13/1946</p> <p><u>Educational Background:</u> Lycoming College 1969 - BA Williamsport, PA Business Administration CLU Designation</p> <p><u>Business Background:</u> Engleson &amp; Associates, 03/1996 - present President EPlanning Securities Advisors, Inc. 03/2005 – present Investment Adviser Representative EPlanning Securities, Inc 09/2000 - present Branch Manager/Sr. Investment Broker JWGenesis Financial Services, Inc 03/1996 – 09/2000 Branch Manager/Sr. Investment Broker A.G. Edwards and Sons, Inc. 06/1990 – 02/1996 Senior Investment Broker</p> <p><b>John A. Correll III</b> D.O.B. 09/11/1971</p> <p><u>Educational Background:</u> RIT B.S. Applied Sciences and Technology Minor in Economics</p> <p><u>Business Background:</u> Engleson &amp; Associates, 2006 - present Chief Compliance Officer EPlanning Securities Advisors, Inc. 09/2006 – present Investment Adviser Representative EPlanning Securities, Inc, 9/2006 – present Registered Representative 1993-2005 Managing Partner Ruby Tuesday Inc.</p>
Item 7.A. & B.	<p>Philip M. Engleson and John A. Correll III are licensed to sell securities through EPlanning Securities, Inc., registered broker/dealer, member FINRA/SIPC or such other securities broker dealer with which he may in the future become associated. EPlanning Securities Advisors Inc. is also registered as an investment advisor. IARs of the Company are also registered representatives licensed to sell securities through EPlanning Securities, Inc. ("EPS"), registered broker/dealer, member FINRA/SIPC.</p>

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

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:

801-68896

Date:

07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 7.A. & B. (Continued)	<p>Commissions earned from this activity are independent from and in addition to those of the Company. IARs of the Company spend 30% of their time selling securities.</p> <p>Philip M. Engleson and John A. Correll III are licensed insurance agent/brokers with various companies. In their role as an insurance agent/brokers, they may offer commissionable (non-variable) insurance products to E&amp;A's clients for which he may receive compensation. This role may create a conflict of interest for E&amp;A's clients.</p> <p>Philip M. Engleson does some joint work with CPAs and people in the insurance industry where he may share his fee with them as they are acting as a solicitor.</p>
Item 9.B.	<p>As mentioned above, Philip Engleson and John A. Correll III are associated with EPlanning Securities Inc, a registered broker dealer. The client will be advised that the Company may be receiving a fee for investment advice and the related persons a commission for any securities transactions effected. Activities listed and commissions earned are independent from and in addition to the Company.</p>
Item 9.E.	<p>Members of the Company may buy or sell for themselves securities that they may recommend to their clients. This may present a conflict of interest.</p> <p>The IARs, in their capacities as Registered Representatives of EPS or such other securities broker dealer with which they may in the future become associated, may recommend EPlanning Securities Inc.'s broker dealer services to clients who have or are utilizing the Company's advisory services. The Company's clients are free to implement advisory recommendations through any firm. There is no obligation to effect transactions through EPlanning Securities Inc. or the IARs. The Company does not warrant or represent that commissions for transactions implemented through EPlanning Securities Inc. will be lower than commissions available if clients use another brokerage firm. The Company believes, however, that the overall level of services and support provided to clients by EPS outweighs the potentially lower transaction costs available under other brokerage arrangements.</p> <p>If advisory client implements recommendations made by the Company by purchasing securities or other products through EPlanning Securities Inc., the Company may receive additional compensation in the form of commissions, including 12b-1 fees for the sale of investment products. The Company may make conflicting or differing recommendations with respect to the same securities to different advisory clients. Notwithstanding, such additional compensation, however, the Company strives to serve the best interest of the clients. Clients wishing to implement the advice of the applicant's associated persons are free to select any broker they wish and are so informed. If clients wish to have the associated persons implement the advice in their capacities as registered representatives, their broker/dealer, EPlanning Securities, Inc., will be used. EPS has a wide range of approved securities products for which EPS performs due diligence when selecting. EPS's registered representatives are required to adhere to these products when implementing securities transactions. The</p>

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

**Schedule F of  
Form ADV**

**Continuation Sheet for Form ADV Part II**

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:

801-68896

Date:

07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 9.E.  
(Continued)

commissions earned for these products may be higher or lower than commissions earned through another broker/dealer. In addition, some of the Company's associated persons have entered into an Equity Participation Plan with EPlanning Securities, Inc.

Under this arrangement, the Company's associated persons have the ability to earn a percentage of EPS's overall profit ratio. The Company's associated persons are not owners or officers of EPS. However, the Company's associated persons are eligible to participate in the Equity Participation Plan due to their affiliation as registered representatives of EPS. This arrangement between the Company's associated persons and EPS is a potential conflict of interest between the Company and its clients in that it may inhibit the Company's independent judgment concerning the best execution services offered by EPS.

While the Company has an arrangement with EPS, and the clearing broker/dealers that have contracted with EPS, at least annually, the Company will review alternative broker/dealers and custodians in the marketplace to ensure EPS and its custodians are meeting the Company's duty to provide best execution for client accounts. The review will include a comparison to EPS and the currently used custodians which involve evaluating criteria such as overall expertise, cost competitiveness and financial condition. The quality of execution by EPS and custodians will be reviewed through trade journal evaluations. However, best execution does not simply mean the lowest transaction cost. Therefore, no single criteria will validate nor invalidate a custodian, but rather, all

criteria taken together will be used in evaluating the currently utilized custodian. The recommendation of EPS is not influenced by any soft dollar services or benefits provided to the Company.

**Participation or Interest in Client Transactions**

E&A or individuals associated with the Firm may buy or sell – for their personal account(s) - investment products identical to those recommended to clients. It is the general policy of E&A that no person employed by the Firm may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, and therefore, preventing such employees from benefiting from transactions placed on behalf of advisory accounts. The circumstance may arise where it is in the client's best interest. E&A will always act in the client's best interest.

**Code of Ethics**

As these situations may represent a conflict of interest, E&A has established the following restrictions in order to ensure its fiduciary responsibilities:

- E&A emphasizes the unrestricted right of the client to specify investment objectives, guidelines, and/or conditions on the overall management of their account. E&A's standard investment process begins with reviewing applicable state statutes, investment policy, and permitted investment language provided by the client.

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

**Schedule F of  
Form ADV**

**Continuation Sheet for Form ADV Part II**

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:  
801-68896

Date:  
07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 9.E.  
(Continued)

by the client.

- Associated persons or their immediate family members shall not buy or sell securities for their personal portfolio(s) where their decision is derived in whole or in part, by reason of the associated person's employment, unless the information is also available to the investing public on reasonable inquiry. No associated person of the Firm shall prefer his or her own interest to that of the advisory client.
- E&A and its associated persons generally may not purchase and sell securities being considered for, or held by client accounts without pre-clearance of the Firm's Compliance Officer. Moreover, investment personnel may be subject to a blackout period from trading in such securities.
- E&A and its employees generally may not participate in private placements or initial public offerings (IPOs) without pre-clearance from the Firm's Compliance Officer.
- The Firm requires that all individuals must act in accordance with all applicable federal and State regulations governing registered investment advisory practices.
- Records will be maintained of all securities bought or sold by the Firm, associated persons of the Firm, and related entities. Daniel McReavy will review these records on a regular basis.
- Any individual not in observance of the above may be subject to termination.

In accordance with Section 204-A of the Investment Advisers Act of 1940 or similar State statutes, E&A also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by E&A or any person associated with the Firm.

**Privacy Statement**

E&A is committed to safeguarding the confidential information of its clients and holds all personal information provided to it in the strictest confidence. These records include all personal information that E&A collects from its clients or receives from other firms in connection with any of the financial services they provide. E&A also requires other firms with whom they deal to restrict the use of client's information. E&A's Privacy Policy is available upon client's engagement of the firm's services or by prior request of the clients.

**Insider Trading**

In accordance with Section 204A of the Investment Advisors Act of 1940 or similar State statutes, E&A also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by E&A.

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



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

Applicant:  
**Engleson & Associates, Inc.**

SEC File Number:  
801-68896

Date:  
07/14/2008

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 9.E. (Continued)	<u><b>Proxy Voting</b></u>  E&A does not vote proxies.
Item 12.A.(1) & (2)	Adviser or any related person have authority to determine, without obtaining specific client consent, the securities to be bought or sold and amount of the securities to be bought or sold.
Item 12.B.	<p>Adviser participates in the TD AMERITRADE Institutional program. TD AMERITRADE Institutional is a division of TD AMERITRADE, Inc. ("TD AMERITRADE") member <i>FINRA</i>/SIPC. TD AMERITRADE is an unaffiliated SEC-registered broker-dealer and <i>FINRA</i> member. TD AMERITRADE offers to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. Adviser receives some benefits from TD AMERITRADE through its participation in the program.</p> <p>Adviser considers a number of factors in selecting and/or recommending brokers and custodians for its Clients' accounts, including, but not limited to, execution capability, experience and financial stability, reputation and the quality of services provided. (Please see the disclosure under Item 13.A. below.)</p>
Item 13.A.	<p>As disclosed under Item 12.B. above, Adviser participates in TD AMERITRADE's institutional customer program and Adviser may recommend TD AMERITRADE to Clients for custody and brokerage services. There is no direct link between Adviser's participation in the program and the investment advice it gives to its Clients, although Adviser receives economic benefits through its participation in the program that are typically not available to TD AMERITRADE retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Adviser by third party vendors. TD AMERITRADE may also have paid for business consulting and professional services received by Adviser's related persons. Some of the products and services made available by TD AMERITRADE through the program may benefit Adviser but may not benefit its Client accounts. These products or services may assist Adviser in managing and administering Client accounts, including accounts not maintained at TD AMERITRADE. Other services made available by TD AMERITRADE are intended to help Adviser manage and further develop its business enterprise. The benefits received by Adviser or its personnel</p>

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

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

Applicant: <b>Engleson &amp; Associates, Inc.</b>	SEC File Number: 801-68896	Date: 07/14/2008
------------------------------------------------------	-------------------------------	---------------------

(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: <b>Engleson &amp; Associates, Inc.</b>		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 13.A. (Continued)	<p>through participation in the program do not depend on the amount of brokerage transactions directed to TD AMERITRADE. As part of its fiduciary duties to clients, the firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Adviser or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Adviser's choice of TD AMERITRADE for custody and brokerage services.</p> <p>The IARs when acting as registered representatives of EPlanning Securities Inc or such other securities broker dealer with which they may in the future become associated may receive 12b-1 fees for the sale of investment company products and commissions through the sale of securities to clients of the Company. This may create a conflict of interest. Commission rates may be found at other broker/dealers, which may be higher or lower than those charged at EPlanning Securities Inc. All accounts of the Company have been researched to the extent needed to produce financial advice or make investment suggestions for the client based on client goals, objectives, risk tolerance and needs.</p>
Item 13.B.	<p>Philip M. Engleson, President, may, on occasion, acquire a client who engages his services by a solicitor agreement with CPAs or an individual in the insurance industry where he may share a portion of his fee with them as they are acting as a solicitor. Such agreements will comply with the requirements set out in Rule 206(4)-3 of the Investment Advisers Act of 1940, including the requirement that the relationship between the solicitor and the investment adviser be disclosed to the client at the time of the solicitation or referral. Under these arrangements, the client does not pay higher fees than the Company's normal/typical advisory fees.</p>

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