

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

Applicant: Fleming Financial Planning, LLC	SEC File Number: 801- N/A	Date: 10/17/2006
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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:
Fleming Financial Planning, LLC

IRS Empl. Ident.No.:
Available upon Request

Item of Form (identify)	Answer								
Item 1 D.	<p>ADVISORY SERVICES AND FEES Fleming Financial Planning, LLC (hereinafter "Fleming" or "the Firm") offers personalized investment advisory services to individuals, trusts, estates, charitable organizations, corporations, and other business entities. The Firm's services and fee arrangements are described in the following pages.</p> <p>The Firm is a corporation formed under the laws of the State of Delaware. This Schedule F narrative provides Clients with information regarding the Firm's qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory Client of the Firm.</p> <p>Please contact William Fleming, Managing Member, if you have any questions about this Schedule F narrative. Additional information about the Firm is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for the Firm is 141353.</p> <p>PORTFOLIO MANAGEMENT SERVICES Fleming provides discretionary portfolio management services where the investment advice provided is custom tailored to meet the needs and investment objectives of the Client. Subject to any written guidelines, which the Client may provide, the Firm may be granted discretion and authority to manage the account. Accordingly, Fleming is authorized to perform various functions, at the Client's expense, without further approval from the Client. Such functions include the determination of securities to be purchased/sold and the amount of securities to be purchased/sold. Once the portfolio is constructed, Fleming will provide continuous supervision and re-balancing of the portfolio as changes in market conditions and Client circumstances may require.</p> <p>The annual fee for portfolio management services is billed quarterly in advance based on the value of the assets under management at the end of the previous quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of a calendar quarter. The payment of fees for portfolio management services will be made by the qualified custodian holding the Client's funds and securities provided the Client provides written authorization permitting the fees to be paid directly from their account. On an annualized basis, Fleming's fees for ongoing portfolio management services, subject to negotiation, are based on the following tiered fee schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Portfolio Size</th> <th style="text-align: left;">Annualized Fee</th> </tr> </thead> <tbody> <tr> <td>First \$100,000</td> <td>1.00%</td> </tr> <tr> <td>Next \$400,000</td> <td>0.75%</td> </tr> <tr> <td>Next \$500,000</td> <td>0.50%</td> </tr> </tbody> </table> <p>Fleming may allow accounts of members of the same household to be aggregated for purposes of meeting the minimum account size or fee breakpoints. Fleming may allow such aggregation, for example, where the Firm services accounts on behalf of minor children of current Clients, individual and joint accounts for a spouse, and other types of related accounts.</p>	Portfolio Size	Annualized Fee	First \$100,000	1.00%	Next \$400,000	0.75%	Next \$500,000	0.50%
Portfolio Size	Annualized Fee								
First \$100,000	1.00%								
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Item 1. D. (continued)	<p>Fleming or the Client may terminate the management agreement within five days of the date of acceptance without penalty to the Client. After the five-day period, either party, upon 30 days' written notice to the other, may terminate the management agreement. The management fee will be pro-rated for the quarter in which the cancellation notice was given and any unearned fees will be returned to the Client.</p> <p>FINANCIAL PLANNING AND CONSULTING SERVICES</p> <p>Fleming engages in broad based, modular and consultative financial planning services for a fee. Financial planning services will typically involve providing a variety of services, principally advisory in nature, to Clients regarding the management of their financial resources based upon an analysis of their individual needs. An IAR of Fleming will first conduct a complimentary initial consultation. During or after the initial consultation, if the Client decides to engage the Firm for financial planning services, additional meetings will be conducted during which pertinent information about the Client's financial circumstances and objectives is collected. Once such information has been reviewed and analyzed, a written financial plan designed to achieve the Client's stated financial goals and objectives will be produced and presented to the Client. The primary objective of this process is to allow the Firm to assist the Client in developing a strategy for the successful management of income, assets and liabilities in meeting the Client's financial goals and objectives. On an annual basis, the Firm will reevaluate the Client's financial plan to ensure that the Client's needs and objectives are being met.</p> <p>In some circumstances, Clients may only require advice on a single aspect of the management of their financial resources. For these Clients, the Firm offers financial plans in a modular format and/or general consulting services that address only those specific areas of interest or concern.</p> <p>Financial plans are based on the Client's financial situation at the time the plan is presented and are based on the financial information disclosed by the Client to the Firm. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. Fleming cannot offer any guarantees or promises that the Client's financial goals and objectives will be met. As the Client's financial situation, goals, objectives, or needs change, the Client must notify the Firm promptly.</p> <p>Fleming's negotiable fee for financial planning services ranges between \$125 and \$250 per hour, depending on the scope and complexity of the services to be performed. An estimate of the total cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, the Firm will notify the Client and may request that the Client approve the additional fee. Fleming also provides clients financial consulting services for special projects requested by Clients. Fleming charges Clients a fixed fee ranging between \$500 and \$5,000 for such services. Fleming charges clients of 1/3 of the estimated fee every 4 months or monthly in advance. Under no circumstances will the Firm charge in excess of \$500 and for six months or more in advance.</p> <p>The Firm or the Client may terminate the financial planning/consulting agreement within five days of the date of acceptance without penalty to the Client. After the five-day period, either party, upon 30 days written notice to the other, may terminate the financial</p>
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Item 1. D. (continued)	<p>planning/consulting. In the event of termination, the Client will be charged for the portion of work performed by Fleming and any unearned fees will be refunded to the Client.</p> <p>GENERAL INFORMATION ON ADVISORY SERVICES AND FEES The Firm shall never have custody of any Client funds or securities, as the services of an independent qualified custodian will be used for these asset management services.</p> <p>The fees charged are calculated as described above and are not charged on the basis of a share of capital gains upon, or capital appreciation of the funds, or any portion of the funds of an advisory Client (15 U.S.C. §80b-5(a)(1)).</p> <p>The Firm does not represent, warrant, or imply that the services or methods of analysis used by the Firm can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to market corrections.</p> <p>Advice offered by the Firm may involve investments in mutual funds. Clients are hereby advised that all fees paid to the Firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Further, there may be transaction charges involved with purchasing or selling securities. The Firm does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the Client funds or securities. The Client should review all fees charged by mutual funds, the Firm, and others to fully understand the total amount of fees to be paid by the Client.</p>
Item 3.L.	<p>TYPES OF INVESTMENTS The Firm reserves the right to advise Clients on any other type of investment that it deems appropriate based on the Client's stated goals and objectives. The Firm may also provide advice on any type of investment held in a Client's portfolio at the inception of the advisory relationship or any investment for which the Client requests advice.</p>
Item 5.	<p>EDUCATION AND BUSINESS STANDARDS IARs of Fleming must meet all examination or experience requirements of the states and/or jurisdictions in which the IAR provides advisory services. In addition, all associates of the Firm are required to hold a college degree, hold the Certified Financial Planner designation or capability to obtain the designation within 6 months of hire.</p>
Item 6.	<p>EDUCATION AND BUSINESS BACKGROUND William Gary Fleming <i>Year of Birth:</i> 1943 <i>Formal Education after High School</i></p> <ul style="list-style-type: none"> • Georgetown University, Washington, D.C., Certification in Personal Financial Planning, 2003 • St. Johns University, New York, N.Y., MBA in Controllershship 1978 • Fordham University, New York, N.Y., BS in Marketing, 1971 <p><i>Business Background for the Previous Five Years:</i></p> <ul style="list-style-type: none"> • Fleming Financial Planning, LLC, Managing Member, 07/2006 to Present • Morgan Stanley Dean Witter, Inc., Registered Representative, 11/1995 to 06/2006

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Item 9.E. (continued)	lawyers. The Firm restricts internal access to nonpublic personal information about the Client to those employees who need to know that information in order to provide products or services to the Client. As emphasized above, it has always been and will always be the Firm policy never to sell information about current or former customers or their accounts to anyone. It is also the Firm's policy not to share information unless required to process a transaction, at the request of a customer, or as required by law.
Item 10.	A copy of the Firm's privacy policy notice will be provided to each Client prior to, or contemporaneously with, the execution of the advisory agreement. Thereafter, the Firm will deliver a copy of the current privacy policy notice to its Clients on an annual basis.
Item 11. A. Item 11. B.	CONDITIONS FOR MANAGING ACCOUNTS Fleming generally imposes a minimum of \$500,000 to open and maintain an advisory account. However, this account minimum may be waived at the discretion of the Firm if, for example, the Client appears to have significant potential for increasing assets under management.
Item 12.B.	REVIEW OF ACCOUNTS/REPORTS TO CLIENTS Mr. Fleming, Managing Member, will monitor portfolios on a continuous basis and will conduct a formal review of accounts no less than annually. The annual review will consist of a review of Client's financial plan and adjustments to Client's portfolio as necessary. Mr. Fleming will review all Client accounts. Triggering factors which may stimulate review of a plan include a change in a family situation; (i.e. birth of a child, death of a spouse, divorce, or marriage), job loss or change, need for principal and/or income, changes in economic conditions, tax considerations, changes in the Client's financial situation and the Client's request for an additional review. Fleming will provide reports to clients on a quarterly basis detailing Client gains and losses. In addition, will receive trade confirmations as well as quarterly statements that reflect all transactions in the Client's account directly from the account custodian. SUGGESTION OF BROKERS Fleming will recommend that clients establish brokerage accounts with Fiserv Investment Support Services/Fiserv Trust Company ("Fiserv") and its clearing firm Fidelity Brokerage Services, Inc. ("Fidelity") to maintain custody of the client's assets and to effect trades for their accounts. Clients are advised that there may be transaction charges involved when purchasing or selling securities. Fleming does not share in any portion of the brokerage fees/transaction charges imposed by Fidelity and/or Fidelity. Additionally the commission/transaction fees charged by Fiserv and/or Fidelity may be higher or lower than those charged by other broker-dealer/custodians. Proxy Voting Fleming will not be required to take any action or render any advice with respect to voting of proxies solicited by, or with respect to, the issuers of securities in which Client assets may be invested. Any proxy related materials received by Fleming will be forwarded to the Client. Class Action Lawsuits From time to time, securities held in the accounts of Clients will be the subject of class

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	<p>action lawsuits. Fleming has no obligation to determine if securities held by the Client are subject to a pending or resolved class action lawsuit. Fleming also has no duty to evaluate a Client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, Fleming has no obligation or responsibility to initiate litigation to recover damages on behalf of Clients who may have been injured as a result of actions, misconduct or negligence by corporate management of issuers whose securities are held by Clients. Where Fleming receives written or electronic notice of a class action lawsuit, settlement or verdict affecting securities owned by a Client, it will forward all notices, proof of claim forms and other materials, to the Client. Electronic mail is acceptable where appropriate, and the Client has authorized contact in this manner.</p>	

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