

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

Applicant:	SEC File Number:	Date:
MACKE FINANCIAL ADVISORY GROUP, INC.	801-57221	04/2010

(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: MACKE FINANCIAL ADVISORY GROUP, INC.	IRS Empl. Ident. No.: 65-0686539												
Item of Form (identify)	Answer												
Item 1D	<p>Macke Financial Advisory Group, Inc. (the "Registrant") may provide its clients with a broad range of comprehensive financial planning and consulting services (including non-investment related matters). Registrant will charge a fee (fixed fee and/or hourly) for these services. Registrant's financial planning fees are negotiable, but generally range from \$2600.00 to \$15,000.00 on a fixed fee basis and \$195.00 on an hourly rate basis, depending upon the level and scope of the planning and/or consulting services required. Prior to engaging the Registrant to provide financial planning and/or consulting services, the client will generally be required to enter into a <i>Financial Planning Agreement</i> with Registrant setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. In the event the client terminates Registrant's financial planning and/or consulting services, the balance of Registrant's fee, if any, shall be refunded to the client in accordance with the terms of the <i>Financial Planning Agreement</i>. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.</p> <p>In the event the client desires, the client, upon completion of the initial financial planning services, can subsequently engage the Registrant to provide both ongoing comprehensive financial planning and investment management on a <i>fee-only</i> basis. In the event the client determines to engage the Registrant on a <i>fee-only</i> basis, Registrant shall charge an annual <i>fixed fee</i> for financial planning and investment management services, which <i>fixed fee</i> shall be determined by Registrant annually (and paid by client in equal quarterly installments, in arrears) based upon each client's current total liquid assets (i.e., all cash and securities owned by client, including retirement plans, regardless of whether the assets are designated for Registrant's investment management services). Registrant's current annual fixed fee level schedule is as follows:</p> <table border="1"> <thead> <tr> <th><u>Level</u></th> <th><u>Total Liquid Assets</u></th> <th><u>Annual Fixed Fee</u></th> </tr> </thead> <tbody> <tr> <td>Level I</td> <td>\$0 - \$750,000</td> <td>\$4,600.00</td> </tr> <tr> <td>Level II</td> <td>\$750,001 - \$1,000,000</td> <td>\$6,600.00</td> </tr> <tr> <td>Level III</td> <td>Over \$1 Million</td> <td>Negotiable</td> </tr> </tbody> </table> <p>The scope of the ongoing financial planning and/or related consultation services to be rendered by the Registrant under each level is intended to generally be limited to reviewing/evaluating/revising Registrant's previous recommendations and/or services relative to a change in the client's financial situation and/or investment objectives. In the unlikely event that a client requires extraordinary financial planning and/or consultation services, and/or the client adds unanticipated investment assets to be managed by Registrant, the Registrant may increase the annual fixed fee during the remainder of the year, the dollar amount of which increase shall be mutually agreed upon by the Registrant and the client, and shall be set forth in a separate written addendum to the investment advisory agreement between the Registrant and the client. Registrant's fixed fee is subject to review and change on an annual basis. However, no increase in the annual fixed fee shall be effective without prior written notification to the client. Registrant, in its sole discretion, may charge a lesser management fee based upon certain criteria (i.e. pre-existing financial planning client, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, etc.).</p> <p>Registrant primarily allocates investment management assets of its client accounts among various individual debt and equity securities and mutual fund classes, on a discretionary basis, in accordance with the investment objectives of the client. Prior to rendering investment management services, the Registrant ascertains, in conjunction with the client, the client's financial situation and investment objective(s). As a result thereof, the Registrant prepares for client approval an initial investment policy and implementation schedule. Unless the client directs otherwise, Registrant shall primarily recommend that all such investment management accounts be maintained at T.D. Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC ("<i>T.D. Ameritrade</i>") and/or Vanguard Marketing Corporation ("<i>Vanguard</i>").</p> <p>Factors which the Registrant considers in recommending <i>T.D. Ameritrade</i> and/or <i>Vanguard</i> to clients include their respective financial strength, reputation, reporting, execution, pricing, and research. Generally, client account custodians and/or broker-dealers are compensated in the form of brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity/debt securities transactions). <i>T.D. Ameritrade</i> and/or <i>Vanguard</i> enable Registrant to obtain many no-load mutual funds without transaction charges and other no-load and load waived funds at reduced transaction charges. To the extent they charge commissions, these firms charge commission rates which are generally considered discounted from customary retail commission rates. However, the commissions and/or transaction fees charged by either of these firms may be higher or lower than those charged by other custodians and/or broker-dealers. In addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, the client will also incur relative to all mutual fund purchases, charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).</p>	<u>Level</u>	<u>Total Liquid Assets</u>	<u>Annual Fixed Fee</u>	Level I	\$0 - \$750,000	\$4,600.00	Level II	\$750,001 - \$1,000,000	\$6,600.00	Level III	Over \$1 Million	Negotiable
<u>Level</u>	<u>Total Liquid Assets</u>	<u>Annual Fixed Fee</u>											
Level I	\$0 - \$750,000	\$4,600.00											
Level II	\$750,001 - \$1,000,000	\$6,600.00											
Level III	Over \$1 Million	Negotiable											

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

	<p>Neither the Registrant, nor its Principal, will receive any portion of the commissions and/or transaction fees charged by <i>T.D. Ameritrade</i> and/or <i>Vanguard</i>, or other designated broker-dealer custodian, to the client. However, in return for effecting securities transactions through <i>T.D. Ameritrade</i> and/or <i>Vanguard</i>, or any other designated broker-dealer/custodian, Registrant may receive certain investment research products and/or services which assist the Registrant in its investment decision-making process for the client, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934. The brokerage commissions and/or transaction fees charged by <i>T.D. Ameritrade</i> and/or <i>Vanguard</i> are exclusive of, and in addition to, Registrant's investment management fee. Although the commissions paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research products and/or services that may be obtained by Registrant will generally be used to service all of Registrant's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.</p> <p>Registrant's clients are advised to promptly notify the Registrant if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon Registrant's management services.</p> <p>Prior to engaging Registrant to provide investment management services (on either an annual <i>fixed fee</i> basis, or otherwise), the client will be required to enter into a formal investment advisory agreement with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate agreement with <i>T.D. Ameritrade</i> and/or <i>Vanguard</i> or other designated broker-dealer/custodian of the client's assets, setting forth the services to be provided and the corresponding applicable fees and/or charges.</p> <p>Both Registrant's investment advisory agreement and the separate agreement with <i>T.D. Ameritrade</i> and/or <i>Vanguard</i> (or other designated broker-dealer/custodian) may authorize the custodian of the client's account to debit the account for the amount of the Registrant's investment management fee and to directly remit that management fee to the Registrant in accordance with SEC procedures.</p> <p>The investment advisory agreement between the Registrant and the client will continue in effect until terminated by either party by providing written notice to the other party. Registrant's investment management fee shall be pro-rated through the date of termination. In the event of termination, Registrant will promptly refund to client any unearned management fee.</p> <p>A copy of Part II of Registrant's Form ADV will be provided to each client prior to or contemporaneously with the execution of the financial planning or investment advisory agreement. Any client who has not received a copy of this Registrant's ADV, Part II at least forty eight (48) hours prior to executing the financial planning or investment advisory agreement shall have five (5) business days subsequent to executing the agreement to terminate Registrant's services without penalty.</p> <p>Neither the Registrant nor the client may assign the <i>Financial Planning Agreement</i> or investment advisory agreement without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of the Registrant shall not be considered an assignment.</p>
Items 3K3 and 3L	Registrant may also offer advice relative to limited partnerships, mezzanine loans and church bonds.
Item 5	All individuals that give investment advice on behalf of the Registrant must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.
Item 6	<p>TODD CHRISTOPHER MACKE Date of Birth: 2/26/61 Educational Background: Memorial High School, St. Mary's, Ohio – 1979 Ohio State University, Columbus, Ohio – 1983 – BS-BA Marketing Business Background: Macke Financial Advisory Group, Inc. – President and Chief Compliance Officer – 6/96 – present American Express Financial – Registered Representative – 7/86 – 7/96</p>
Item 9D	Registrant's President is a limited partner in various partnerships that invest in real estate (the "Partnerships"). In the event that an investment in any Partnership is suitable for a client given that client's investment objectives and financial situation, Registrant may recommend that the client purchase an interest in such Partnership. The purchase of, or provision of any advice relative to, any such Partnership interest by Registrant is a conflict of interest. Any purchase of a Partnership interest will be strictly on a non-discretionary basis and no client will be under any obligation to purchase any Partnership interest.
Item 9E	<p>As discussed below, Registrant has implemented an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics which serves to establish a standard of business conduct for all of Registrant's Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.</p> <p>INVESTMENT POLICY - No employee of Registrant may effect for himself or herself or for his or her immediate family (i.e. spouse, minor children) (collectively "Covered Persons") any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of Registrant's clients, unless in accordance with the following Firm Procedures.</p> <p>Firm Procedures - In order to implement Registrant's Investment Policy, the following procedures have been put into place</p>

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

	<p>with respect to Registrant and its Covered Persons:</p> <ol style="list-style-type: none"> (1) If Registrant is purchasing or considering for purchase any security on behalf of Registrant's client, no Covered Persons may transact in that security prior to the client purchase having been completed by Registrant, or until a decision has been made not to purchase the security on behalf of the client; and (2) If Registrant is selling or considering the sale of any security on behalf of Registrant's client, no Covered Persons may transact in that security prior to the sale on behalf of the client having been completed by Registrant, or until a decision has been made not to sell the security on behalf of the client. <p>Exceptions</p> <ol style="list-style-type: none"> (1) This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of Registrant's clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the markets of the securities. Under certain circumstances exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will be maintained with Registrant's records in the manner set forth above. (2) Mutual funds and variable annuities are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds and variable annuities by Covered Persons are not likely to have an impact on the prices of the fund shares in which clients invest, and are therefore not prohibited by Registrant's Investment Policy and Procedures. <p>In accordance with Section 204A of the Investment Advisers Act of 1940, the Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with the Registrant.</p>
Items 12A and 12B	<p>Please see the previous responses set forth on this Schedule "F" to Item 1D.</p> <p><u>Proxy Voting Policy.</u> Registrant's clients shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, litigation or other type events pertaining to the assets. The Registrant and/or the client shall correspondingly instruct each custodian of the assets to forward to the Registrant copies of all proxies and shareholder communications relating to the assets.</p>
Item 13A	<p>Please see the previous responses set forth on this Schedule F to Item 1D relative to investment research products and/or services which assist the Registrant in its investment decision-making process for its clients, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934. Specifically, although not a material consideration when determining whether to recommend that a client utilize the services of <i>T.D. Ameritrade, and/or Vanguard</i> Registrant may receive from <i>T.D. Ameritrade and/or Vanguard</i>, without cost, computer software and support, which assists Registrant in better monitoring and servicing client accounts maintained at <i>T.D. Ameritrade and/or Vanguard</i> Registrant may receive the software and related support without cost, because Registrant renders investment management services to clients that maintain accounts at <i>T.D. Ameritrade and/or Vanguard</i>, whose aggregate total assets at <i>T.D. Ameritrade and/or Vanguard</i> exceed the established minimum required for an investment manager to receive software and support without cost.</p>

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