

MERCURI ASSET MANAGEMENT CLIENT AGREEMENT

This Client Agreement (“Agreement”) is entered into by and between Mercuri Asset Management, Inc. (“MAMI”), a registered investment adviser, and _____ (“Client”), whereby Client desires to open an account with MAMI for the purpose of participating in the Asset Management Program (“Program”) through which MAMI will direct and manage specified assets of the Client. A description of the services to be provided and the parties providing the services are set forth below:

1. MERCURI ASSET MANAGEMENT, INC. ASSET MANAGEMENT PROGRAM

A MAMI Program account will be opened through which Client will authorize MAMI on a **non-discretionary** basis to purchase and sell No-Load Mutual Funds pursuant to investment objectives chosen by the Client and to liquidate previously purchased Load Mutual Funds. Transactions in other securities approved by MAMI for investment in this type of account, including Equities and Fixed Income, may be effected in the account at the Client’s direction. All transactions will be cleared through Fidelity Investment Advisor Group (“FIAG”) pursuant to MAMI clearing arrangement with FIAG. Physical custody of funds and securities will be maintained by FIAG, not MAMI.

MAMI will obtain the necessary financial data from Client; assist Client in determining the suitability of the Program and assist Client in setting appropriate investment objectives. MAMI will initiate the steps necessary to open a Program account.

During any month that there is activity in the account, Client will receive a monthly account statement from FIAG 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. The Client will also receive from MAMI detailed quarterly performance reports describing account status and positions.

The minimum account size is \$100,000. Client may make cash additions to the account at any time in a minimum amount of \$1,000 and may withdraw account assets on notice to MAMI, subject to Section 7. Client understands that the Program is designed as a long-term investment vehicle and that asset withdrawals may impair the achievement of Client’s investment objectives.

MAMI reserves the right to accept, reject or renew this Agreement in its sole discretion and for any reason.

2. TRADING AUTHORIZATION

Client hereby grants MAMI **non-discretionary** trading authorization with respect to the purchase and sale of No-Load Mutual Funds and the sale of previously purchased Load Mutual Funds in Client’s Program account. Client hereby appoints MAMI as his/her agent and attorney-in-fact with respect to this trading authorization. Client also

authorizes MAMI, acting at Client's direction, prior consent, to effect transactions in other securities approved by MAMI for investment in the Program account.

Client understands that MAMI may perform advisory and/or brokerage services for various other clients, and that MAMI may give advice or take actions for those client's that differ from the advice given or the timing or the nature of any actions taken for Client's account. In addition, MAMI may, but is not obligated to, purchase or sell for their own accounts or the account of any other client. Client also understands that cash awaiting investment or reinvestment will be invested in those funds which are money market funds.

In no event will MAMI be obligated to effect any transaction for Client which it believes would violate any applicable state or federal law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.

This trading authorization is continuing one and shall remain in full force and effect and is relied upon until MAMI has received a copy of a written termination notice, which writing will be deemed to terminate this Agreement effective upon receipt.

3. PROXIES

Client understands and agrees that Client retains the right to vote all proxies which are solicited for securities held in the account. MAMI is hereby expressly precluded from voting proxies for securities held in the account and will not be required to take any action or render any advice with respect to the voting of proxies.

4. FEES AND CHARGES

As a participant in the Program, Client will pay an annualized fee (Account Fee) as set forth in Schedule A attached hereto. The Account Fee is payable quarterly in advance. For purpose of calculating Account Fees and providing quarterly performance reports as described in Section 1, the account quarter will be based on a calendar quarter. The Account Fee will be as follows:

Approximate Value of Securities or Cash Deposited \$ _____ .00

Account Fee Charged Annually = _____ %

The Account Fee is due at the end of the quarter following execution of this Agreement and will include the prorated fee for the initial quarter in addition to the standard quarterly fee for the upcoming quarter. Subsequent Account Fee payments are due and will be assessed at the end of each quarter based on the average daily balance of the account assets under management for the preceding quarter as valued by an independent pricing service, where available, or otherwise in good faith as reflected on Client's quarterly portfolio evaluation report. Additional deposits of funds and/or securities will be subject to the same billing procedures. This includes deposits of No-Load Mutual Funds, Equities, Fixed Income, Load Mutual Funds and any other securities approved by MAMI for investment in the Program account. All Account Fees will be deducted from the account pursuant to the authorization granted under Section 18.

In addition to the Account Fee stated in Schedule A, CLIENT MAY ALSO BE ASSESSED A TRANSACTION CHARGE (“Transaction Charge”) by FIAG, a broker/dealer as stated in Schedule B. Transaction Fees are charges made by FIAG, a broker/dealer, and are shown as commissions on their confirmations, MAMI will not receive any portion of the Transaction Charge.

The Account Fee and Transaction Charges referenced in Schedules A and B include all fees and charges for the services of MAMI including brokerage charges.

Client authorizes MAMI to deduct all Account Fees and Transaction Charges from Client’s account. All such fees and charges will be clearly noted on Client’s statements or confirmations.

Client may also incur certain charges imposed by third parties other than MAMI in connection with investments made through a Program account, including but not limited to No-Load Mutual Fund 12(b)1 distribution fees, certain deferred sales charges on previously purchased mutual funds, other transaction charges and service fees, and IRA and Qualified Retirement Plan fees. Also, client’s invested in mutual funds will pay their proportionate share of the fund’s management fees.

Client acknowledges and agrees that the Fee Schedule and Transaction Charges set forth in Schedules A and B and in effect for Client’s Program account shall continue until thirty (30) days after MAMI has notified the Client in writing of any change in the amount of the Fees or Charges applicable to Client’s Program account, at which time the new Fees or Charges will become effective unless the Client notifies MAMI in writing that the Program account is to be closed.

5. CONFLICTS OF INTEREST

MAMI, in its capacity as an investment adviser will clear all transactions through FIAG. MAMI will make every attempt to obtain the best execution possible. MAMI may aggregate transactions for Client with other client’s to improve the quality of execution. The Account Fee charged to the Program account represents compensation for the asset management and quarterly reporting services provided. The Transaction Charges set forth in Schedule B represent the brokerage component of compensation paid by Client for the Program account.

Although Client will not be charged a commission for transactions in No-Load Mutual Funds, Client should be aware that certain Mutual Funds charge distribution fees such as 12(b) 1 fees, which are included among normal Mutual Fund expenses and are reflected on the Fund financial statements.

6. LIMITATION OF LIABILITY

Neither MAMI, nor any of their employees or affiliates shall be liable for any loss incurred with respect to the account, except where such loss directly results from such party’s gross negligence or willful misconduct.

Client acknowledges that neither MAMI, nor their employees are agents of each other or of any of their affiliates, and that no party shall be liable for any act or omission of another party or their agents or employees. Nothing in this Agreement shall in any way

constitute a waiver or limitation of any rights which Client may have under federal or state securities laws (or ERISA, if Client is a qualified plan under ERISA).

Client further understands that there is no guarantee that Client's investment objectives will be achieved. MAMI shall have no liability for Client's failure to inform MAMI in a timely manner of any material change in Client's financial circumstances which might affect the manner in which Client's assets are allocated, or to provide MAMI with any information as to Client's financial status as MAMI may reasonably request.

7. ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder.

This Agreement may be terminated by either party effective upon receipt of written notice to the other party ("Termination Date"). MAMI will advise FIAG to liquidate securities and funds held in the account. MAMI will initiate liquidation within 3 business days of receiving written request from Client or 3 business days from the date of letter notifying Client that his/her account will be terminated. Proceeds will be payable to Client upon settlement of all transactions in the account. If Client initiates termination and transaction charges are incurred as a result of liquidation, Client is responsible for transaction fees. The Client will be entitled to a prorated refund of any pre-paid quarterly Account Fee based upon the number of days remaining in the quarter after the Termination Date. The Transaction Charges set forth in Section 5 will remain in effect for 30 days from the Termination Date.

8. CONFIDENTIALITY

None of the information and data that Client provides to MAMI will be disclosed by MAMI to any other non-related firm, person or entity without prior consent of Client, unless such disclosure is required by law.

9. SEVERABILITY

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

10. VALUATION

In computing the market value of any security or other investment in the account, each security listed on a national securities exchange shall be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded. Any other security or investment in the account shall be valued in a manner determined in good faith by MAMI to reflect fair market value.

11. NOTICES

All written notices to any party under this Agreement shall be sent to such party by first class mail or facsimile transmission at the address set forth below or such other address as such party may designate in writing to the other.

Mercuri Asset Management, Inc.
615 Gregory Circle
Corona, CA. 92881

Client Name: _____

Address: _____

12. GOVERNING LAW

This Agreement shall be construed under the laws of the state of California in a manner consistent with the Investment Advisers Act of 1940 (“Advisers Act”) and the rules and regulations of the Securities and Exchange Commission there under.

13. ARBITRATION

A. Arbitration Requirement

Any dispute involving Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below:

B. Arbitration Disclosure

- Arbitration is final and binding on the parties
- The parties waive their right to seek remedies in court, including the right to a jury trial
- Pre-arbitration discovery per the rules of the American Arbitration Association are generally more limited than and different from court proceedings
- The arbitrators’ award is not required to include factual findings or legal reason and any party’s right to appeal or to seek modification of rulings by the arbitrators is strictly limited
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

C. Arbitration Agreement

Any controversy between MAMI and Client arising out of our business or this Agreement shall be submitted to arbitration serviced by the American Arbitration Association, in accordance with their most current rules. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of

intention to arbitrate. The party seeking arbitration will elect the arbitration tribunal. The location of the hearing will be held in Riverside County, California.

14. RECEIPT OF ADV PART II

Client acknowledges receipt of MAMI ADV Part II as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV, Part II at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to MAMI. In such case, Client shall be responsible for any transactions executed prior to receipt of written notice of cancellation. Client understands the investment approach, related risk factors, and the fees associated with investing in a Program account.

This Agreement will not take effect until at least forty-eight (48) hours after Client has received MAMI Form ADV, Part II and MAMI has accepted the account.

15. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed by all parties.

16. CONFIDENTIAL CLIENT PROFILE

The appropriate Confidential Client Profile, (Schedule C or D), incorporated herein by reference and made a part of this Agreement, must be completed in full by Client and the accuracy of its contents is hereby acknowledged by Client. Client further acknowledges that it is Client's responsibility to provide MAMI with updated information as necessary and that MAMI has the right to rely on this information.

17. PRIVACY POLICY NOTICE

Client acknowledges receipt of MAMI Privacy Policy Notice: _____ Initial
_____ Initial

18. AUTHORIZATION TO DEBIT ACCOUNT

Client hereby authorizes MAMI to debit all Account Fees payable pursuant to Section 5 directly from the Client's Program account. It is agreed by Client and MAMI that the Account Fee will be payable, first, from money market balances, if any, in the account, and second, from the liquidation or withdrawal (which the Client hereby authorizes) by MAMI of the Client's shares of any No-Load Mutual Fund. Any different method of billing Account Fees may result in the imposition of additional charges to cover the administrative costs of billing.

Under penalties of perjury, Client hereby certifies (1) that the number shown in this Agreement is Client's correct taxpayer identification number, and (2) that Client is not subject to backup withholding because (a) Client has not been notified that Client is subject to backup withholding as a result of failure to report all interest or dividends, or (b) the Internal Revenue Service has notified Client that Client is no longer subject to backup withholding. [Cross out (a) if subject to backup withholding.]

Mercuri Asset Management, Inc.
Client Disclosure Statement

_____/_____
Initial

These investments are not insured by the **FDIC**

_____/_____
Initial

Are not deposits or obligations of any bank

_____/_____
Initial

Are subject to investment risk

_____/_____
Initial

Have no Bank Guarantee

_____/_____
Initial

May lose Value

CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT

Agreed to on this _____ day of _____, 200____.

Client Signature

Client Signature

Client Name (Print)

Client Name (Print)

Accepted: Mercuri Asset Management, Inc.

By: _____

Date: _____

SCHEDULE A – FEES

Dollar Value of Assets Under Management	Annualized Fee
\$100,000 - \$750,000	1.50%
\$750,001 - \$999,999	1.30%
\$1,000,000 & Over	1.00% (Negotiable)

SCHEDULE B – TRANSACTION CHARGES MADE BY FIDELITY INVESTMENT ADVISOR GROUP, A BROKER DEALER*

MUTUAL FUNDS

Client's account may be assessed a transaction charge if a No-Load is not included in the Fidelity No Transaction Fee Program. Transaction Fees are as follows for Mutual Funds:

\$70.00 on a buy for all transaction amounts

\$00.00 on a sell for all transaction amounts

STOCKS

\$00.07 per share, \$30.00 minimum

FIXED INCOME INVESTMENT

Corporate Bonds: \$2.50 per bond, \$40.00 minimum

Treasure Bills, Notes, and Bonds: \$50.00 per transaction

*Transaction fees are charges made by FIAG, and are shown as commissions on their confirmations. MAMI does not receive any portion of the transaction charges.

SCHEDULE C – CONFIDENTIAL CLIENT PROFILE
INDIVIDUAL AND JOINT ACCOUNTS
(Including individual retirement plans)

This confidential client profile is part of your Asset Management Client Agreement and is incorporated by reference under Section 17 of the Agreement.

CLIENT:

Name:

Date of Birth:

Address:

City:

State:

Zip Code:

Social Security Number:

Number of Dependents:

Check one box:

U.S. Citizen Resident Alien Non-Resident Alien

State or Country:

Employer:

Occupation/Type of Business:

Employment Address:

City:

State:

Zip Code:

Personal Information (cont.)

SPOUSE:

Name:

Date of Birth:

Address:

City:

State:

Zip Code:

Social Security Number:

Number of Dependents:

Check one box:

U.S. Citizen

Resident Alien

Non-Resident Alien

State or Country:

Employer:

Occupation/Type of Business:

Employment Address:

City:

State:

Zip Code:

Personal Information (cont.)

If any member of client's immediate family is employed by a bank, insurance company, investment adviser or broker, please indicate name, relationship, and name and address of firm.

Are you or have or a member of your immediate family ever been a corporate officer, director or owner of 10% or more of the securities of any public corporation?

____ Yes ____ No If yes, please state corporation: _____

(2) Financial Information:

Income: Annual Income – Client \$ _____.
Annual Income – Spouse \$ _____.

Total Income: \$ _____.

Net Worth Cash \$ _____.
Securities \$ _____.
Real Estate \$ _____.
Other (please specify) \$ _____.

Less Liabilities \$ _____.

Total Net Worth: \$ _____.

(3) Investment Experience:

Number of Years: Equities _____ Bonds _____ Futures _____ Options _____
Type of Experience (be specific)

(4) The Investment Objectives For This Account Represent:

____ My overall objectives
____ One component of a larger investment plan. If so, please describe your overall investment objective:

Personal Information (cont.)

(5) Investment Time Horizon Most Appropriate For This Account:

- Ten years or more
- Five to ten years
- Three to five years

(6) Investment Objectives:

Discretionary Activity – For No-Load Funds under management by Investment Advisor, CHOOSE ONLY ONE. Please note that these overall investment objectives for the discretionary portion of the account and may be inconsistent with a particular holding in the account and the performance of the account at any given point in time. The achievement of the stated investment objectives is a long-term goal for the account.

Income w/Capital Preservation – Portfolio 1. Emphasis on current income and preventing capital loss. Lowest risk, shortest time horizon.

- Cash – 5%
- Bonds – 55%
- Growth and Income – 18%
- Growth – 12%
- Aggressive Growth – 5%
- International – 5%

Income w/Moderate Growth – Portfolio 2. Emphasis on current income with some focus on moderate capital growth. Considered lower risk.

- Cash – 4%
- Bonds – 45%
- Growth and Income – 20%
- Growth – 15%
- Aggressive Growth – 6%
- International – 10%

Growth w/Income – Portfolio 3. Emphasis on modest capital growth with some focus on current income. Use of high quality equity, fixed income and cash equivalent mutual funds. Moderate risk.

- Cash – 3%
- Bonds – 30%
- Growth and Income – 20%
- Growth – 22%
- Aggressive Growth – 10%
- International – 15%

Growth – Portfolio 4. Emphasis on high growth, capital appreciation. Little need for income. Considered higher risk.

- Cash – 2%
- Bonds – 10%
- Growth and Income – 15%
- Growth – 38%
- Aggressive Growth – 15%
- International – 20%

(7) Do Your Investment Policy Guidelines Restrict Certain Securities or Industry Groups?

- No
- Yes. Please explain:

(8) Is this a Retirement Account?

_____ No
_____ Yes

(9) If This is a Retirement Account,

Number of years until retirement: _____
Will you take a lump sum Distribution or Distributions over time? _____
Will you continue to make contributions to the plan? If yes, specify approximate
amount and period of time: _____

Client Signature

Client Signature

Client Name (Print)

Client Name (Print)