

CENTURION COUNSEL, INC.

STRATEGIC ASSET
ALLOCATION

CLIENT DOCUMENTS



CENTURION COUNSEL

CENTURION COUNSEL, INC.
Discretionary Investment Management Agreement

This Investment Management Agreement (referred to as the "Agreement" below) is made by and between the Client named below (referred to as "You" below) and CENTURION COUNSEL, INC. (referred to herein as "We" below) on and as of the Effective Date stated under our respective signatures below.

Your Client Information.

Your Name: _____

Your Address: _____

Street address

Mailing address, if different

Title to Assets: Please attach a list itemizing such Assets, in addition to the funds and securities in the Account(s) listed below.

Client Account Title: _____

(Use 'SAA Addendum' for each additional Account)

Appointment. You hereby appoint us as your exclusive investment management advisor of assets included in each of the Accounts listed above and the additional assets, if any, identified on Schedule A attached hereto (the "Assets"). We will act as your exclusive investment advisor subject to the terms and conditions set forth in this Agreement. We are an investment advisor duly registered under the Investment Advisors Act of 1940 (the "Advisors Act").

Authorized Services. You hereby authorize us to advise you and manage the Assets under our strategic asset allocation program, as it may be amended or modified from time to time, (our "SAA Program"). Under our SAA Program, we shall employ strategic asset allocation techniques to analyze the Assets and to design investment portfolio strategies and implement investments which we judge to be consistent with those strategies and advisable in order to achieve your stated investment objectives. We will apply our SAA Program to your specific financial condition, investment objectives, and financial needs. In advising you and managing the Assets, we may apply such investment policies, strategies and techniques consistent with your financial condition, investment objectives and financial needs as we deem appropriate, including those described in Client Brochure filed from time to time with the Securities and Exchange Commission, as it may from time to time be amended (herein referred to as the "Brochure").

Your Specific Needs. At the Effective Date of this Agreement, you have provided us in writing your current financial condition, investment objectives and financial needs. We shall confer with you no less frequently than annually regarding our services and your specific financial condition, investment objectives and financial needs in order to make any adjustments

we may deem necessary in rendering our services to you under this Agreement. You agree that it is your responsibility to promptly advise us of any significant change in your financial condition, investment objectives or financial needs during the term of this Agreement.

Your Limited Power of Attorney. To allow us to perform our services under this Agreement, and as a condition to this Agreement, you shall give us your Limited Power of Attorney in the form included with this Agreement.

Your Accounts. We shall maintain all of your Assets which are comprised of funds or securities, as defined under the Advisors Act, in one or more accounts with duly registered broker-dealers you designate which you establish and set up for our investment management services under the terms of this Agreement (each of which is herein referred to as "Account"). We agree that we shall establish and maintain each Account in your name and that each Account will be segregated, identified under your name, contain only your funds and securities, and be held in safekeeping reasonably free from risk of destruction or loss. All transactions regarding an Account shall be subject to the applicable rules, regulations, customs and usage of the exchange or market on which orders for securities maintained in the Account are executed. An Account may be preexisting or established by us with your cooperation, and we shall maintain each such Account in your name. Each Account shall be segregated, identified as your Account, contain only your funds and securities, and be held in safekeeping reasonably free from risk of destruction or loss.

Custody of Assets. At all times each Account shall be maintained with a custodian, who may be the executing broker-dealer, as each of those persons is defined under the Advisors Act. At no time shall we withdraw or otherwise receive, retain, or physically control your cash, securities or other assets, except for the payment of our investment management fee as provided herein.

Choice of Custodians, Broker-Dealers. You may direct us to use a specific custodian or execution broker-dealer for an Account. You agree that if you fail to do so, we may designate any duly licensed broker-dealer we consider to be satisfactory to serve as custodian and/or execution broker-dealer for the Account, including the broker-dealer who introduced you to us and/or any broker-dealer who may be affiliated with us.

Trading Authority. You authorize us to place orders with the execution broker to purchase, sell, exchange, lend or liquidate securities for the Account, including stocks, bonds, mutual funds, options on securities and other securities. We may act or forebear action as we deem appropriate, with or without your other consent or authorization. Additionally, you authorize us to buy, sell, finance or place in safekeeping other non-security investment(s) on your behalf.

Our Investment Management Fee. For compensation for our services hereunder, you agree to pay us an annual investment management fee (hereafter our "management fee") based upon the net asset value of the Assets. Our management fee shall be paid and earned in advance for each calendar quarter during the term of this Agreement. You may and do hereby direct the custodian of an Account to pay our management fee out of the Account assets by your execution hereof. Thus, you hereby authorize the custodian of each Account to pay the

fee to us, so long as we at the same time send a bill to you and to the custodian and the bill shows the amount of the fee, how it was calculated, and the value of the Assets on which the bill is based. We shall send you a statement, at least quarterly, showing all amounts disbursed from the Account in payment of our management fee. You hereby acknowledge and understand it is your responsibility, and not that of the custodian, to confirm that the amount and payment of our management fee is correct under the terms of this Agreement.

Your Cooperation. In order for us to perform our services under this Agreement, you agree to promptly provide to us any additional documents and information we may request from you and to promptly execute and deliver any additional directions, orders or instruments that we may from time to time request from you as we deem necessary or appropriate.

Voting Proxies. You hereby authorize us to vote proxies with respect to any securities in an Account, in accordance with our proxy voting policies then in effect and as disclosed on our website, as they may from time to time be amended or supplemented. Our website is currently www.centurioncounsel.com.

Your Consent to Cross-Agency Transactions. We may from time to time determine that it is advantageous to you for us to execute your securities trades in an agency cross-transaction where we act on your behalf, and we and/or a broker-dealer with whom we may be affiliated act as a broker on behalf of another of our clients, in the same agency transaction (but not as a principal or dealer transaction) for each party. You acknowledge the conflict of interest which may arise where a purchase or sale is being made on your behalf and the corresponding sale or purchase is being made on behalf of one of our other clients.

You agree to execution of agency cross-transactions, but only if:

- (i) we disclose to you in writing the capacities in which we and our affiliates act, the possibility of conflicting division of loyalty and responsibility we may face in cross agency transactions;
- (ii) each agency transaction is confirmed in writing;
- (iii) we provide you with an Account summary of all agency cross-transactions; and
- (iv) each of your Account statements disclose the fact that you may terminate the agency cross-transactions authority at any time by written notice to us.

We shall not recommend a cross-transaction to both a sale and a purchase. You may revoke this written consent at any time by giving written notice to us.

Principal Transactions. We are not authorized to engage in principal transactions with you. You may authorize us to engage in principal transactions with you only if you first consent to the specific principal transaction and the transaction otherwise satisfies the requirements of Section 206(3) of the Advisors Act.

Wrap Fees: Expenses, Fees Paid by Others. We may from time to time receive a fee or other tangible or intangible compensation from unaffiliated broker-dealers for executing securities transactions for you with such broker-dealers. We will do so only if such transactions remain in your best interests and satisfy our obligations to obtain best execution of the transaction for you.

Possible Duplication of Fees. We may cause some of the Assets to be invested in mutual funds or other investments where the manager of the fund receives a fee for managing the fund's investments. In these investments, you pay a proportionate share of the fund's management and administration costs and sales charges, in addition to our investment management fee under this agreement.

Termination of This Agreement. This Agreement may be terminated upon our receipt of a written notice from you and/or your designated agent. Upon termination of this Agreement, fees paid through the end of the quarter, if any, are retained by us. Should you terminate our services, the securities in kind and cash in the Account will be transferred to a custodian of your choice at no cost. However, if you terminate services and instruct us to liquidate securities and then transfer the proceeds to a new custodian, a commission not to exceed three-fourths ($3/4^{\text{ths}}$) of one percent (1%) will be charged on the value of liquidating sales if the Account is terminated within two (2) years of the original date of this Agreement.

Our Standard of Care. We shall use our best efforts to fulfill our obligations under this Agreement and to achieve your stated investment objectives. You acknowledge and understand that risks are inherent to investing and that there is no assurance that our services will result in a net profit for any Account. Our authority hereunder shall not be impaired because we may effect transactions with respect to securities for our own account or for other managed accounts which are identical or similar to securities as to which we may effect transactions for you at the same or different times. Centurion Counsel, Inc. shall not be held responsible for the effect of market conditions on assets being transferred to or from our authority, which may take several weeks or more to complete. Except for negligence, malfeasance or violation of applicable law, neither we nor any of our officers, directors or employees shall be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Assets.

ERISA. If you are subject to ERISA, we hereby acknowledge that we are your fiduciary and that we have since 1984 been duly registered as an investment advisor with the Securities and Exchange Commission under the Advisors Act. Furthermore, if you are subject to ERISA, you agree to include us among those covered by your ERISA bond.

Arbitration Agreement. Any controversy between you and us arising out of this Agreement, including, but not limited to, any dispute concerning any transaction or the construction, performance or breach of the Agreement, shall be submitted to arbitration. All awards rendered by the arbitrators shall be binding and final, and judgment upon the award may be entered in any court of competent jurisdiction.

Customer Identification Program. To help the Government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record

information that identifies each person who opens an Account. When you open an Account, we are required to collect information, including the following:

- Your name and date of birth
- Address
- Your Taxpayer Identification number, Social Security number or Employer Identification number
- Copy of your driver's license or other identifying documents.

The U.S. Department of the Treasury, Securities and Exchange Commission, FINRA and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information such as net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance. We may not be able to open an account or carry out transactions for you until this information is provided and verified.

Account Records. We shall keep a separate record for each Account. All transactions regarding an Account shall be subject to the applicable rules, regulations, customs and usage of the exchange or market where executed.

Reports. Each Account custodian shall send you quarterly an itemized statement of your funds and securities in that Account.

Assignment. We may not assign this Agreement in whole or in part to another person without your prior consent.

Acknowledgment of Receipt of Disclosure. You hereby acknowledge receiving and reading the Brochure as required by Rule 204-3 of the Advisors Act. Furthermore, from the time of entering into this Agreement, you have five (5) business days to rescind this Agreement without penalty. Any rescission shall not entitle you to reimbursement to the extent of our actual expenses paid to third parties.

IN WITNESS HEREOF, the parties have executed this agreement on the dates shown below.

Client's Signature: _____

2nd Client Signature if required: _____

Centurion's Signature: CENTURION COUNSEL, INC.

By: _____
Name Title

Effective Date: _____

CENTURION COUNSEL, INC.
INVESTMENT MANAGEMENT CONTRACT MANAGEMENT FEE

(SCHEDULE A)

1. Investment Management Fee

STRATEGIC ASSET ALLOCATION

<u>Value of Account at End of Previous Quarter</u>		<u>Quarterly Fee</u>
Under	\$250,000	0.60%
On the next	\$250,000	0.55%
On the next	\$500,000	0.50%
On the next	\$1,000,000	0.40%
Thereafter		0.35%

Any modification to above fee is noted below:

No commissions will be charged on transactions in the portfolio however an administrative transaction charge of \$3.50 is charged on each stock, bond and option transaction.

2. Fee Payment Method *(Please Check One)*

- A. Fee Liquidation from Brokerage Account
 B. Fee Liquidation from: Mutual Fund Variable Annuity Other
 C. Bill Client Directly

3. Fee Sharing Agreement

Centurion Counsel, Inc. _____ % of Management Fee Collected

Broker/Dealer, RIA, or Solicitor _____ % of Management Fee Collected

_____ **Client's Initials**

CENTURION COUNSEL, INC.
Limited Power of Attorney

The undersigned, (jointly and severally if more than one, hereunder collectively called ("Principal")), hereby makes, constitutes and appoints Centurion Counsel, Inc. ("CCI"), a Registered Investment Advisor, with offices at 1282 Pacific Oaks Place, Escondido, California 92078 (760) 471-8536, Principal's due and lawful attorney-in-fact to act for principal and in principal's name, place and stead and for principal's use and benefit:

1. to open, close, amend or effect transfer of an account at a FINRA broker/dealer, NYSE member firm, federal bank, insurance company, investment advisor, custodian, trustee or similar financial institution, so long as any such account is in the name of Principal and/or such other person or persons as Principal shall designate and such other person is not CCI or any person affiliated with CCI and neither CCI nor any person affiliated with CCI has custody, either directly or indirectly over any cash, securities or other assets in such account,
2. to make payment for such fees and commissions as CCI determines are appropriate including, but not limited to: custodian fees, IRA set-up, administration or termination fees, investment management fees to third parties and accounting expenses,
3. to accept instructions and make payment directly to CCI for its investment management fee, which under no circumstances shall exceed 75 basis points (00.75%) per quarter.
4. to accept instructions of any properly authorized agent of CCI to purchase, sell, short, exchange, option, loan, reinvest or finance a security or mutual fund holding.

Principal hereby specifically withholds from CCI authority to act or direct you to act on Principal's behalf regarding the following matters:

1. to make any investment which cannot be liquidated within one hundred eighty (180) days of instruction to do so,
2. to transfer any or all of the assets of Principal's account (except the investment management fee paid quarterly to CCI) to any account held by CCI or its affiliated companies.

Principal hereby grants to said attorney-in-fact and authority to do and perform each and every act and thing which may be necessary, convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as Principal might or could do if personally present, hereby ratifying and confirming all that Principal's said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Principal's authority granted to CCI herein shall remain in effect until revoked by Principal in written notice duly served on CCI and on any third party relying on said authority and Principal hereby agrees to hold harmless from claim, cause of action or arbitration proceedings any third party who acts in good faith in reliance upon this limited power of attorney.

The exact account registration is: _____

Client's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

Accepted by: _____ Date: _____

CENTURION COUNSEL, INC.

ACKNOWLEDGEMENT & RECEIPT OF DISCLOSURE DOCUMENT
Pursuant to Rule 206 of the Investment Advisors Act of 1940

Disclosure of Investment Advisor:

The Investment Advisor is:

Centurion Counsel, Inc.

1282 Pacific Oaks Place

Escondido, California 92029

Tel: (760) 471-8536

Fax: (760) 471-0399

Disclosure of Soliciting Agent:

The Soliciting Agent is:

Name of Soliciting Agent

Name of Soliciting Agent's Broker/Dealer

Please be advised that the above named solicitor or broker/dealer, if any, has entered into a solicitation with CENTURION COUNSEL, INC. (hereafter "CENTURION") whereby the former will receive compensation for referral of client to CENTURION's asset management programs.

All solicitors have a financial interest in the selection of the investment advisor. The Solicitor will be compensated ___% of the fees paid to CENTURION pursuant to your Discretionary Management Agreement. This compensation shall continue for as long as CENTURION manages your funds and the above solicitor or broker/dealer is the Soliciting Agent of record. The Solicitor may receive a commission, if any, on the bond, stock, gold or other fund(s) or annuity which are purchased in the account. Additionally, CENTURION may provide periodic educational and training sessions whereby CENTURION pays for this travel and other affiliated expenses for the soliciting agent and his/her spouse. Notably, you would pay the same management fees irrespective of whether you work directly with CENTURION or are referred by a solicitor.

The undersigned hereby acknowledges that he/she has read and understands the CENTURION COUNSEL, INC.'s Discretionary Investment Management Agreement and has received a copy of the following:

- Centurion Counsel, Inc.'s Discretionary Investment Management Agreement
- Centurion Counsel, Inc.'s Strategic Asset Allocation Program Client Brochure

Client's Signature

Date

Printed Name(s)

CENTURION COUNSEL, INC.
Custodial Authorization

Broker/Custodian Which Will Hold Client Account

Account Name

Address

City, State, Zip Code

Referring Broker/Dealer or R.I.A.

Account Number

The undersigned authorizes you, as custodian, to hold funds, securities or other property deposited with you for my account, subject to the terms and conditions set forth below, which are to remain in force until expressly revoked or amended in writing.

CENTURION COUNSEL, INC. (hereafter "CENTURION") of 1282 Pacific Oaks Place, Escondido, California 92078, is the investment advisor of the undersigned with respect to such funds, securities, and other property held in your custody.

You are hereby authorized and directed to act in accordance with the instructions from authorized CENTURION representatives regarding the funds, securities, or other property in the custody account, and changes therein. However, you are not authorized to deliver any of the account's securities, stocks, bonds, or other assets or cash (except for payment of the investment management fee) to CENTURION.

CENTURION may forward you bills for investment management services based upon market valuations provided by them. You are authorized and directed to pay all such bills at the beginning of the quarter to CENTURION and charge such expenses to the custody account.

Initials

Client's Signature: _____

Date: _____

Client's Signature: _____

Date: _____

STRATEGIC ASSET ALLOCATION PROGRAM – CLIENT PROFILE

Name: _____
List joint names, if appropriate. If Corporation, pension plan or trust, use full name of account

Address: _____

City, State, Zip Code: _____ Telephone: _____

Account Type: __ Pension Plan __ Individual __ Corporation __ Trust __ IRA __ Keogh

For Corporations, Pension Plans, Trust Accounts: Tax ID #: _____

Trustee or Officer: _____
Name of the individual authorized to act on behalf of the account

Is a copy of relevant Board minutes or Trust documents attached? YES / NO

Date of Trust (if applicable): _____

List Custodian: _____

Previous Investment Experience

	<u>Number of Years</u>	<u>Transactions per Year</u>	<u>Average \$ Value</u>
Stocks & Bonds			
Type:	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None
__ Cash	<input type="checkbox"/> 1 – 2	<input type="checkbox"/> 1 – 10	<input type="checkbox"/> Under \$ 1,000
__ Margin	<input type="checkbox"/> 3 – 5	<input type="checkbox"/> 11 – 20	<input type="checkbox"/> Under \$ 5,000
__ Short	<input type="checkbox"/> 5 – 10	<input type="checkbox"/> 21 – 50	<input type="checkbox"/> Under \$ 10,000
	<input type="checkbox"/> 10 or more	<input type="checkbox"/> 51 or more	<input type="checkbox"/> Over \$ 10,000
Stock Options			
Type:	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None
__ Long	<input type="checkbox"/> 1 – 2	<input type="checkbox"/> 1 – 10	<input type="checkbox"/> Under \$ 1,000
__ Short	<input type="checkbox"/> 3 – 5	<input type="checkbox"/> 11 – 20	<input type="checkbox"/> Under \$ 5,000
__ Naked	<input type="checkbox"/> 5 – 10	<input type="checkbox"/> 21 – 50	<input type="checkbox"/> Under \$ 10,000
__ Covered	<input type="checkbox"/> 10 or more	<input type="checkbox"/> 51 or more	<input type="checkbox"/> Over \$ 10,000
Commodity Futures			
	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None
	<input type="checkbox"/> 1 – 2	<input type="checkbox"/> 1 – 10	<input type="checkbox"/> Under \$ 1,000
	<input type="checkbox"/> 3 – 5	<input type="checkbox"/> 11 – 20	<input type="checkbox"/> Under \$ 5,000
	<input type="checkbox"/> 5 – 10	<input type="checkbox"/> 21 – 50	<input type="checkbox"/> Under \$ 10,000
	<input type="checkbox"/> 10 or more	<input type="checkbox"/> 51 or more	<input type="checkbox"/> Over \$ 10,000

STRATEGIC ASSET ALLOCATION PROGRAM – CLIENT PROFILE

Individual Accounts:

	Client	Spouse
Social Security Number:		
Date of Birth:		
Current Age:		
Marital Status:		
Dependents:		
Employer:		
Address:		
Telephone:		
Position / Years:		
If IRA; Beneficiary:		
Beneficiary's DOB, SS#:		
Are you a U.S. Citizen?		
Are you a corporate officer, director or 10% stockholder?		
Estimated Income (Last Yr.):		
This Year:		
Next Year:		
Other Income Sources:		

Accounts with other Firms (active or inactive): _____

Please attach a **copy of photo ID** (Driver License) (Government required Anti-Money Laundering policy)

Please list any other considerations or other investments not included in the Strategic Asset Allocation model on a separate page.

Signature of Client, Officer or Trustee

Date

Signature if joint account