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CONSULTATION AGREEMENT

This Consultation Agreement is between the Investment Advisory Firm, Berkeley, Inc., and

Berkeley, Inc. is registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and you wish to retain Berkeley, Inc. to provide an asset allocation analysis, under the terms and conditions of this Agreement.

The Agreement is intended to outline the responsibilities of the parties with regard to the asset allocation consulting services to be provided by Berkeley, Inc.

- (1) Berkeley, Inc. shall provide advice regarding the allocation of your assets including the specific selection of money market accounts, CDs, municipal and government securities, unit investment trusts, mutual funds, annuities, insurance and other investments. Generally, we will not provide advice on individual stocks and bonds.
- (2) You shall pay Berkeley, Inc. for its services a fee based upon the complexity of your situation, in accordance with Berkeley, Inc.'s current fee schedule; your fee quote is on the following page. The fee is due upon presentation of the asset allocation analyses.
- (3) You are under no obligation to follow the recommendations generated from the consultations.
- (4) From time to time, you may wish to retain Berkeley, Inc. to review your investments and provide updated analyses and recommendations. In this event, you agree to pay an hourly rate, in accordance with Berkeley, Inc.'s current fee schedule, for this work.
- (5) You understand that the past performance of investments recommended by Berkeley, Inc. should not be construed as an indication of future results, which may prove to be better or worse than the past. **Your investment may go up or down in value, depending on market conditions.** We make no promises, representations or warranties that any of our services will result in a profit to you. We may rely on information furnished to us, which is believed to be reasonably accurate and reliable.
- (6) This agreement may be modified upon as may be mutually agreed upon in writing. This agreement is terminable by you within five business days, without penalty, from the date of

acceptance. This Agreement may terminate upon written notice by either party. This Agreement is not assignable by Berkeley, Inc. without the advance written consent of the clients.

- (7) If you, the undersigned, establish this Agreement in a fiduciary capacity, you hereby certify that you are legally empowered to enter into or perform this Agreement in such capacity. If this agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to act on behalf in connection with this Agreement.
- (8) The laws of Idaho shall govern this Agreement. This Agreement contains all the understanding of the parties as to this engagement.
- (9) You certify that the Social Security Number (Tax Identification Number) set forth below is correct and that you are not subject to "backup withholding" under section 340(a)(1)(c) of the internal Revenue Code or any successor provision. You are a citizen of the United States.

Your legal address is: _____

Your Social Security number is: _____

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Asset Allocation Analysis Fee: _____

By signing this agreement you acknowledge that you have received Part II of Berkeley, Inc. Form ADV Registration Application (or Disclosure Brochure) as an Investment Advisor under the Investment Advisors Act of 1940.

Client signature: _____ Date: _____

Spouse signature: _____ Date: _____

Accepted by: _____ Date: _____

Berkeley, Inc.
Registered Investment Advisor