



DISCRETIONARY MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between Private Asset Group LLC, a Nevada limited liability company (“PAG” or “Adviser”), and _____ (the “Client”).

WHEREAS, the Client seeks the advice and assistance of PAG and desires to have PAG perform investment management and other services for it;

WHEREAS, PAG is willing to perform such services under the terms and conditions of this Agreement;

WHEREAS, the Client wishes to enter into the Agreement with PAG for the purpose of engaging PAG to manage, invest and reinvest the assets placed by the Client under PAG’s supervision (the “Account”) on a discretionary basis;

IN CONSIDERATION of the mutual covenants contained herein, Client hereby appoints PAG as discretionary investment adviser with respect to the Account, and PAG hereby accepts such appointment, on the following terms and conditions:

1. The Account

(a) The Account shall consist of such cash, securities and other assets which the Client places under the supervision of PAG in accordance with this section, as well as profits, interest and/or distributions on the securities or other assets and credit balances therein, which shall become part of the Account as a result of transactions therein. The assets of the Account shall be held in the custody of a bank, trust company or brokerage firm agreed upon by the Client and PAG. The Client shall be responsible for all custodial arrangements and PAG shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the custodian.

(b) The initial size and scope of the Account shall be determined by the mutual agreement of the Client and PAG.

(c) PAG shall not provide temporary cash management services for cash balances from time to time held in the Account. However, PAG shall arrange for available cash, whenever possible, to be invested in a money market account or fund sponsored by the custodian of the Account.

(d) The Client may, in its discretion, make withdrawals from the Account upon notice to PAG (which, if oral, shall be confirmed in writing), provided that the amount of cash or cash items held in the Account is sufficient to permit the requested withdrawal. If the amount of cash or cash items is insufficient to meet the request, PAG shall promptly notify the Client thereof and shall not be required to liquidate investments, nor to deliver securities held in the Account for the purpose of satisfying a withdrawal request, unless directed to do so by the Client upon at least five (5) business days prior notice.

2. Authority of PAG.

(a) Subject to Section 2(b) below and subject to any other investment restrictions or guidelines which may be communicated to PAG by the Client, PAG shall have full discretion and authority, without obtaining the Client's prior approval, to manage the investment and reinvestment of the Account and shall use its best efforts to increase the value of the Account by causing it to be invested and reinvested in such a manner as PAG considers appropriate. Without limiting the generality of the foregoing, PAG may take the following actions with respect to the Account: (i) to effect purchases, sales and otherwise trade in any instrument generally known as a security and any options thereon (if covered) and, if requested by Client, to engage in short sales, margin transactions, currency transactions, commodity transactions and uncovered option transactions; (ii) to make all decisions relating to the manner, method and timing of investment transactions, and to select, subject to Section 2(c), brokers and dealers for the execution, clearance and settlement of any transactions; and (iii) to execute, in the name and on behalf of the Client, all such documents and to take all such other actions which PAG considers necessary or advisable to carry out its duties hereunder.

In furtherance of the above, the Client hereby designates and appoints PAG as its agent and attorney-in-fact, with full power and authority and without further approval of the Client (except as may be required by law) for purposes of accomplishing on behalf of the Client any of the foregoing matters or any matters which are properly the subject matter of this Agreement.

(b) Nothing in this Agreement shall be deemed to impose upon PAG any obligation to purchase or sell for the Account any security or property which PAG, its directors, officers, partners, employees, affiliates or agents (collectively known as the "Affiliates") may purchase or sell for its or their own accounts or for the account of any other client or affiliate.

(c) PAG shall have full authority and discretion to elect the broker or dealer through or with whom any transaction in respect to the Account shall be executed. PAG shall seek to obtain the best available price and most favorable execution for such transactions, except as permitted herein. PAG shall have no obligation when selecting a broker or dealer to execute a particular transaction to seek competitive bids or the lowest commission cost to the Client, provided PAG uses reasonable efforts to cause transactions to be executed at a substantial discount from prevailing retail rates, and determines that the commission rates charged are reasonable in relation to the total

quality and reliability of the brokerage, research and custodial service made available to PAG for the benefit of PAG's clients.

(d) The Client hereby authorizes PAG to (i) combine purchase or sale orders on behalf of the Account together with other accounts to which PAG provides investment services (collectively, the "Other Accounts") and (ii) allocate the securities or other assets so purchased or sold, on an average price basis, among such accounts. PAG may enter into arrangements with brokers to open "average price" accounts into which orders placed during a trading day are placed on behalf of the Account and Other Accounts and are allocated among such accounts using an average price.

3. Client Representations.

The Client agrees with and represents and warrants to PAG that:

(a) The retention of PAG by the Client as investment manager with respect to the investment of all assets held in the Account is authorized by the governing documents of the Client.

(b) The terms of this Agreement do not violate or conflict with any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise.

(c) This Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding agreement of the Client, enforceable in accordance with its terms, and the Client will deliver to PAG evidence of such authority as PAG may reasonably require, whether by way of a certified resolution or otherwise.

(d) The Client has been furnished Part II of PAG's Form ADV at least 48 hours prior to entering into this Agreement.

(e) The Client agrees to maintain the confidentiality of all investment advice and information provided to the Client by PAG.

(f) The representations and warranties herein shall be continuing during the term of this Agreement, and if at any time during the term of this Agreement any event has occurred which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Client will promptly notify PAG of such event and the parties related thereto.

(g) The Client shall hold PAG and its Affiliates harmless from, and shall indemnify PAG and its Affiliates against, any and all liability, loss, cost, expense or damage (including attorney fees and disbursements) which PAG or its Affiliates may incur if and to the extent that such liability, loss, expense, cost or damage was caused by the inaccuracy or breach by the Client of any representation, warranty and/or agreement set forth in Sections 3(a) through 3(f) hereof and of any representation, warranty and/or agreement made by PAG or its Affiliates on behalf of the Client in connection with the purchase of securities as provided herein consistent with such representations.

4. PAG's Representation.

PAG represents that it is an investment advisor registered in the State of Nevada.

5. Fees.

(a) Monthly Management Fees.

As compensation for its services, PAG shall be entitled to withdraw from the Account a monthly management fee (the "Management Fee") calculated in accordance with Exhibit A. PAG will make this withdrawal within ten (10) days following its submission to the Client of an invoice for the accrued fee at the beginning of each calendar month. If, however, PAG has served for less than the whole of any calendar month, the Management Fee shall be determined on a pro-rata basis for the portion of the calendar month for which PAG has served hereunder. In certain cases, to be negotiated on a case by case basis, the management fee will be paid directly by the Client upon receipt of an invoice for the accrued fee.

B. Quarterly Performance Fees.

As compensation for its services, PAG shall be entitled to withdraw from the Account a quarterly performance fee (the "Performance Fee") calculated in accordance with Exhibit A. PAG will make this withdrawal within ten (10) days following its submission to the Client of an invoice for the fee at the beginning of each calendar quarter. In certain cases, to be negotiated on a case by case basis, the performance fee will be paid directly by the Client upon receipt of an invoice for the fee.

As of the last Business Day of each calendar quarter and as of any date on which a client makes a withdrawal, PAG ordinarily will charge against the Client's Account the Performance Fee in an amount in accordance with Exhibit A on the Net New Profit in each client Account

"Net New Profit" is any amount by which the net asset value of a Client Account exceeds the Account's previous "high water mark". The "high water mark" for a Client Account is the net asset value of such Account immediately after the assessment of the most recent Performance Allocation (deducting the amount of any withdrawals or distributions since such assessment) or, if the Account has never been assessed a Performance fee, the net asset value of such Account when it was established (deducting the amount of any withdrawals or distributions since it was established).

The high water mark for a Client Account is calculated net of the Performance Fees charged against the Account. This means that PAG is not required to "restore" the amount of any Performance Fee charged against a Client Account before participating in future appreciation in the value of such Account in accordance with the formula described above. Although the high water mark for an Account carries forward from quarter to quarter until exceeded, PAG is not required to "repay" any Performance Fee paid to it in the event the Account subsequently experiences losses.

6. Expenses.

PAG shall render its advisory services pursuant to this Agreement at its own expense. The Client shall be responsible for all other expenses relating to the Account, including, but not limited to, brokerage commissions, custodial fees (if any), interest on debit balances, taxes on dividends and/or capital gains, fees and disbursements of Client's accountants and legal counsel, and extraordinary expenses.

7. Investments for the Accounts of Others.

The Client understands and agrees that PAG and its Affiliates may give advice and effect investment transactions for their own account and for the accounts of others to whom they may provide investment advisory services which may differ from advice given, or the time or nature of action taken, with respect to the Account. The Client further understands and agrees that nothing herein shall restrict the ability of PAG or its Affiliates to engage in any such transactions notwithstanding the fact that the Client may have or may take a position of any kind for the Account or otherwise.

8. Scope of Liabilities.

PAG and its Affiliates shall not be liable to the Client for any act or omission in connection with the performance of PAG's services hereunder, other than as a result of PAG's gross negligence, bad faith, willful malfeasance or reckless disregard of its duties and obligations hereunder. The Client shall indemnify PAG and its Affiliates against, and hold them harmless from, any liability, loss, cost, expense or damage (including attorney fees and disbursements) arising from any claim asserted or threatened to be asserted by any third party with respect to the matters as to which such person is exculpated from liability pursuant to this Section. Notwithstanding anything to the contrary, the provisions of this Section 8 shall not be construed so as to relieve PAG and its Affiliates of, or provide indemnification with respect to, any liability to the extent, but only to the extent, that such liability may not be waived, limited or modified under applicable law, but shall be construed so as to effectuate the provisions of this Section 8 to the fullest extent permitted by law. The federal securities laws impose liabilities under certain circumstances even on persons who act in good faith and, without limiting the generality of the preceding sentence, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client may have under federal securities laws.

9. Independent Contractor.

For the purposes of this Agreement, PAG shall be an independent contractor and not an employee or agent of the Client; nor shall anything herein be construed as making the Client a partner, a shareholder or co-venturer with PAG or any of its Affiliates or other clients. Except as provided in this Agreement, PAG shall have no authority to bind, obligate or represent the Client.

10. Terms and Termination.

(a) This Agreement shall commence as of the date on which the Client makes its initial deposit to the Account pursuant to Section 1 hereof.

(b) This Agreement may be terminated at any time by PAG or by the Client upon ten (10) days' prior written notice to PAG or to the Client (the "Date of Termination").

(c) Promptly following any notice of termination, PAG shall consult with the Client concerning the disposition of any assets remaining in the Account; provided, however, that (i) PAG shall not be required to carry out any investment transactions following the effective Date of Termination, and (ii) termination of this Agreement by the Client shall not have any effect with respect to any transactions carried out by PAG hereunder (whether or not such transaction has settled) prior to the date PAG shall have received or have been given such notice of termination.

11. Client Investment Objectives; Access to Manager; Statements and Confirmations.

(a) The Client shall advise PAG in writing of the Account's investment objectives, any changes or modifications thereto and any specific investment restrictions applicable thereto. The Client shall give prompt written notice if it is deemed that any investment made for the Account appears to be in violation of such objectives or restrictions. Unless the Client notifies PAG in writing of specific restrictions, the investments recommended for, or made on behalf of, the Account shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind the Client or PAG.

(b) Tom Rehberger, President of PAG, shall be available to the Client during normal business hours for consultation regarding the administration of the Account and the Client's investment needs.

(c) PAG shall use its best efforts to cause the custodian of the Account to provide the Client with duplicate copies of trade confirmations relating to transactions in the Account and a monthly brokerage statement. On at least a quarterly basis, PAG shall provide the Client with portfolio evaluations.

12. Voting of Proxies.

PAG will not take any action with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time without the consent (either oral or written) of the Client. Nothing contained in this Agreement shall restrict the Client's right to vote, pledge or hypothecate such securities.

13. Notices.

Except as otherwise set forth herein, all communications and notices shall be in writing and shall be delivered personally, sent by messenger, overnight courier, or sent by certified, registered or express mail, postage prepaid, return receipt requested to PAG and to the Client at the following addresses, or to such other addresses as the parties may direct by written notice hereunder:

PAG:

Mr. Tom Rehberger
Private Asset Group LLC
7465 W Lake Mead Blvd
Las Vegas, NV 89128
Telephone: 702-932-8626
Fax: 702-932-8679
Email: INVESTpag@gmail.com

Client:

All communications and notices shall be deemed delivered upon receipt.

14. Entire Agreement.

This Agreement (including Exhibit A hereto) represents the entire agreement between the parties with respect to the matters contemplated hereby and supersedes all prior agreements, written or oral, between them with respect thereto.

15. Assignment; Modifications; Waiver.

This Agreement may not be assigned (as that term is defined in the Investment Advisers Act of 1940), nor may any obligations hereunder be transferred or delegated, by either party without the prior written consent of the other. Except as otherwise expressly provided herein, this Agreement shall not be amended, nor shall any provision of this

Agreement be considered modified or waived, unless evidenced by a writing signed by the party to be charged with such amendment, waiver or modification.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts made and to be entirely performed therein, without giving effect to conflict of law principles.

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2011.

By:	_____	_____
	Signature	Signature
	_____	_____
	Printed name	Printed name

Private Asset Group LLC

By: _____
Name: Thomas J Rehberger
Title: President

EXHIBIT A

The monthly management fee will be calculated according to the following Fee Schedule based on the type of portfolio. To determine the proper value of the accounts, the average daily notional balance of cash and securities in the Account shall be calculated each month on the final trading day of each month on the largest securities exchanges or over-the counter market, as applicable, on which such marketable securities shall have traded on such date. If there is no public market for a particular security held by the Client, that security shall be valued at its original cost, or at a current fair value as calculated in good faith by PAG. PAG may, in its sole discretion, reduce, waive or calculate differently the Management Fee with respect to any client. No such reduction, waiver or different arrangement in respect of a particular client will entitle the client that holds such account, or any other client, to such a waiver, reduction or different arrangement in respect of any other account. Management fees will be assessed in arrears on a monthly basis.

The quarterly performance fee will be calculated according to the following Fee Schedule based on the type of portfolio. To determine the proper value of the accounts, the value of cash and securities in the Account shall be calculated each quarter on the final trading day of March, June, September and December on the largest securities exchanges or over-the counter market, as applicable, on which such marketable securities shall have traded on such date. If there is no public market for a particular security held by the Client, that security shall be valued at its original cost, or at a current fair value as calculated in good faith by PAG. The quarterly performance fees are assessed against Client Accounts who have at least \$750,000.00 in assets under management or who have a net worth of more than \$1,500,000 at the time this contract is entered into. PAG may, in its sole discretion, reduce, waive or calculate differently the Performance Fee with respect to any client. No such reduction, waiver or different arrangement in respect of a particular client account will entitle the client that holds such account, or any other client to such a waiver, reduction or different arrangement in respect of any other client account.

Fee Schedule:

Monthly Management Fee is equal to 1/12th of 2% (a 2% annual rate) of the average daily notional value of the account paid monthly in arrears. ($1/12 \times .02 \times$ total notional value)

Quarterly Performance Fee is twenty percent (20%) of any new net profits at the end of each calendar quarter. ($.2 \times$ new net profits)

Hourly Consultations

In order to be of service to investors with different needs, PAG will provide hourly consultations for a fee of \$300.00 per hour. These consultations can be on any topic that relates to saving or investing.

Fixed Income account

Fees for Fixed Income Portfolios, containing only fixed income securities vary from 0.250 to 0.500 of one (1) percent of the assets under management, depending upon size, complexity and investment objective.