

DISCLOSURE DOCUMENT

OF

CRESCENT BAY CAPITAL MANAGEMENT, INC.

AS COMMODITY TRADING ADVISOR

CRESCENT BAY CAPITAL MANAGEMENT, INC.

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THE COMMODITY FUTURES TRADING COMMISSION HAS NOT PASSED UPON THE MERITS OF PARTICIPATING IN THIS TRADING PROGRAM NOR HAS THE COMMISSION PASSED ON THE ADEQUACY OR ACCURACY OF THIS DISCLOSURE DOCUMENT.

THE DELIVERY OF THIS DISCLOSURE DOCUMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE SHOWN BELOW.

THE DATE OF THIS DISCLOSURE DOCUMENT IS OCTOBER 1, 2007.

RISK DISCLOSURE STATEMENT

THE RISK OF LOSS IN TRADING COMMODITIES CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. IN CONSIDERING WHETHER TO TRADE OR TO AUTHORIZE SOMEONE ELSE TO TRADE FOR YOU, YOU SHOULD BE AWARE OF THE FOLLOWING:

IF YOU PURCHASE A COMMODITY OPTION YOU MAY SUSTAIN A TOTAL LOSS OF THE PREMIUM AND OF ALL TRANSACTION COSTS.

IF YOU PURCHASE OR SELL A COMMODITY FUTURE OR SELL A COMMODITY OPTION, YOU SUSTAIN A TOTAL LOSS OF THE INITIAL MARGIN FUNDS AND ANY ADDITIONAL FUNDS THAT YOU DEPOSIT WITH YOUR BROKER TO ESTABLISH OR MAINTAIN YOUR POSITION. IF THE MARKET MOVES AGAINST YOUR POSITION, YOU MAY BE CALLED UPON BY YOUR BROKER TO DEPOSIT A SUBSTANTIAL AMOUNT OF ADDITIONAL MARGIN FUNDS, ON SHORT NOTICE, IN ORDER TO MAINTAIN YOUR POSITION. IF YOU DO NOT PROVIDE THE REQUESTED FUNDS WITHIN THE PRESCRIBED TIME, YOUR POSITION MAY BE LIQUIDATED AT A LOSS, AND YOU WILL BE LIABLE FOR ANY RESULTING DEFICIT IN YOUR ACCOUNT.

UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION. THIS CAN OCCUR, FOR EXAMPLE, WHEN THE MARKET MAKES A "LIMIT MOVE."

THE PLACEMENT OF CONTINGENT ORDERS BY YOU OR YOUR TRADING ADVISOR, SUCH AS A "STOP-LOSS" OR "STOP-LIMIT" ORDER, WILL NOT NECESSARILY LIMIT YOUR LOSSES TO THE INTENDED AMOUNTS, SINCE MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE SUCH ORDERS.

A "SPREAD" POSITION MAY NOT BE LESS RISKY THAN A SIMPLE "LONG" OR "SHORT" POSITION.

THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN COMMODITY TRADING CAN WORK AGAINST YOU AS WELL AS FOR YOU. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

IN SOME CASES, MANAGED COMMODITY ACCOUNTS ARE SUBJECT TO SUBSTANTIAL CHARGES FOR MANAGEMENT AND ADVISORY FEES. IT MAY BE NECESSARY FOR THOSE ACCOUNTS THAT ARE SUBJECT TO THESE CHARGES TO MAKE SUBSTANTIAL TRADING PROFITS TO AVOID DEPLETION OR EXHAUSTION OF THEIR ASSETS. THIS DISCLOSURE DOCUMENT CONTAINS, AT PAGES 8-9, A COMPLETE DESCRIPTION OF EACH FEE TO BE CHARGED TO YOUR ACCOUNT BY THE COMMODITY TRADING ADVISOR.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF THE COMMODITY MARKETS. YOU SHOULD THEREFORE CAREFULLY STUDY THIS DISCLOSURE DOCUMENT AND COMMODITY TRADING BEFORE YOU TRADE, INCLUDING THE DESCRIPTION OF THE PRINCIPAL RISK FACTORS OF THIS INVESTMENT, AT PAGES 11-12.

THIS COMMODITY TRADING ADVISOR IS PROHIBITED BY LAW FROM ACCEPTING FUNDS IN THE TRADING ADVISOR'S NAME FROM A CLIENT FOR TRADING COMMODITY INTERESTS. YOU MUST PLACE ALL FUNDS FOR TRADING IN THIS TRADING PROGRAM DIRECTLY WITH A FUTURES COMMISSION MERCHANT

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This document is intended for first use on October 1, 2007.

INTRODUCTION

Crescent Bay Capital Management, Inc. (“CBCM” or the “Advisor”), a registered commodity trading advisor and commodity pool operator, is currently offering futures trading programs (the “Programs”) to both retail and institutional investors. This Programs currently trade domestic futures contracts and options on futures contracts, but may trade in futures markets outside of these categories at the discretion of the Advisor. (Such trading is referred to collectively as trading in “commodity interests.”) All trading follows the methods and strategies used by Crescent Bay Capital Management, Inc. See “DESCRIPTION OF TRADING METHODS AND STRATEGIES.” In addition, past performance may be reviewed starting on page 13. See “PERFORMANCE INFORMATION.”

Crescent Bay Capital Management, Inc., a California corporation, became registered with the Commodity Futures Trading Commission as a commodity trading advisor (“CTA”) on August 23rd, 2004 and a commodity pool operator (“CPO”) on November 14th, 2006. CBCM has been a member of the National Futures Association since August 2004. David Thomas Bedford (the “Principal”) is the sole shareholder of CBCM. He was registered as an AP and Principal of the firm on August 23rd, 2004. The principal office of CBCM is located at 1020 Suncastr Lane, Suite #101; El Dorado Hills, 95762; telephone: (916) 358-3818; fax: (916) 358-3819; e-mail: info@crescentbaycapital.com

OPENING THE ACCOUNT

CBCM accepts trading accounts of at least \$10,000, although it reserves the right to increase or decrease this minimum. A qualified client who wishes to participate in the Programs will have their trades placed with a registered Futures Commission Merchant (“FCM”) with the Commodities Futures Trading Commission (“CFTC”) and a member of the National Futures Association (“NFA”). The Advisor recommends that each prospective client should familiarize themselves with the services, experience, and integrity of the FCM through which they will do business. The Advisor reserves the right to approve the client’s designated FCM for clearing and the IB that introduces its account to the FCM. There are two criteria for approval: 1) FCM/IB must be in good standing with the NFA; and 2) A give-up agreement must be in place or negotiated with any FCM other than MF Global, Inc. which is the executing FCM for CBCM.

In the attached Client Agreement and Trading Authorization (“Client Agreement”), the client authorizes CBCM to make trading decisions for its account. In addition, in the attached Authorization to Pay Fees, the client instructs its FCM to transfer to CBCM from its account, management and incentive fees described under “FEES AND EXPENSES.” A client, and not CBCM, is responsible for paying to the client’s FCM all margin, brokerage commissions, and other transaction costs incurred by CBCM in connection with transactions effected for the client’s account. See “DESCRIPTION OF TRADING METHODS AND STRATEGIES” and “FEES AND EXPENSES.”

The Advisor is prohibited from accepting funds from a client in the Advisor’s name. Instead, funds must be placed directly with a registered FCM.

MATERIAL ADMINISTRATIVE, CIVIL OR CRIMINAL PROCEEDINGS ACTION

There have not been, nor are there pending any material administrative, civil or criminal actions within five years preceding the date of this document against CBCM nor any principal. Neither CBCM nor its principal have been charged with any criminal conduct.

MANAGEMENT BACKGROUND

David Bedford graduated in 1990 from Pepperdine University in Malibu, California with a Bachelor of Science degree in Sports Medicine. Upon graduation he became a Principal of Bedford Hardwood (a wood flooring sales and contracting company) and later, Sand Vac Systems (a manufacturer of dust retrieval systems for the construction industry). In 1996, Mr. Bedford managed projects using statistical and quantitative testing methods (a prelude to his future career in trading systems research) as a Biomaterials Research Associate at University of California at San Francisco. From 1998-2006 he was employed as a District Sales Manager by GC America, an International dental products manufacturer.

In 1998, while remaining gainfully employed, David Bedford began graduate coursework in quantitative analysis, statistics, and information technology at Golden Gate University. These studies, combined with his interest in the markets, launched the pursuit of profitable trading methods research. Since August of 1999, Mr. Bedford has been an active trader, testing his methods and skills in the stock and futures markets. He established Crescent Bay Capital Management, Inc. and continues to serve as President. Successful development of multiple trading systems led him to register CBCM as a Commodity Trading Advisor (CTA) for the purpose of managing client accounts.

Crescent Bay Capital Management, Inc. (CBCM) was formed January 20th, 2003 for the purpose of trading and market research. CBCM has been registered with the National Futures Association (NFA) and Commodity Futures Trading Commission (CFTC) as a CTA since August 23rd, 2004; and as a Commodity Pool Operator (“CPO”) since November 14th, 2006.

David Bedford continues to research multiple trading strategies and alternative markets in addition to constant management and refinement of CBCM’s currently offered managed account programs, the Premium Stock Index Program (PSIP) and the Balanced Volatility Program (BVP). Performance capsules begin on page 13.

DESCRIPTION OF TRADING METHODS AND STRATEGIES

Objectives for Programs

CBCM's trading programs seek to generate high risk-adjusted returns in both up and down markets through trading in selected commodity interests. The Advisor relies on proprietary systematic trading models that its principal has extensively developed and tested in-house. These models operate 75% systematically and 25% discretionarily.

The trading methods applied by CBCM are both proprietary and confidential. As a result, the following discussion is of necessity general in nature and not intended to be exhaustive. CBCM intends to regularly evaluate its trading methodology and retains the discretion to revise any method or strategy, including the technical trading factors used, the commodity interests traded and/or the money management principles applied. Such revisions, unless deemed material, will not be made known to clients.

CBCM's primary goal is to generate consistent and positive returns while limiting draw-downs and volatility. Its secondary goal is to maintain a low degree of correlation with respect to other CTA programs, hedge funds, S&P 500 index, and investment benchmarks in general. The Advisor attempts to accomplish this secondary goal by employing trading methods that it believes are different from those of other investment managers thereby offering investors an approach that may not already be represented in their portfolios. Investors have long turned to CTAs for diversification but in the view of the Advisor, emulating other CTAs does not increase diversification *within* the sector.

Focus on Risk

By their nature, futures are risky instruments. Writing options on futures CBCM has imposed certain restrictions upon the Program in light of their inherent risk.

CBCM closely follows the rule that returns alone should never be used to evaluate the merits of an investment. This is particularly true when considering a managed futures program because of the high degree of leverage that is possible with futures. In fact, returns alone reveal nothing about the risks to which an account may have been exposed in pursuit of those returns. The Programs set as its primary objective a high Sharpe Ratio instead of a high absolute return. The Sharpe Ratio measures risk-adjusted return, and striving to maximize this value has resulted in a program that naturally incorporates a risk management discipline into the trading strategy itself.

Use of Leverage. As noted above, the trading of commodity interests typically involves extensive use of leverage. The Advisor expects the average overnight margin-to-equity ratio for client accounts to be less than 60%. This ratio is expected to vary from 0% to 60% over time, and may also sometimes exceed the high end of this range.

Account Activity. Based on a round-turn brokerage commission of \$12, all inclusive, CBCM's commission to equity ratio is estimated at 6% of an account's average annual Net Assets and is based on a projected 3300 round-turns annually per \$1,000,000 of client assets.

Equity draw-down limit. In the event that, at the close of business on any business day, the Net Asset Value of a client's account is 50% or less of the initial Net Asset Value of the account, CBCM may, at its discretion, liquidate open positions in the account. In that event, CBCM may at its discretion terminate the client's account or seek further instructions from the client with respect to termination of, or the infusion of additional funds into, the account. Because of varying market conditions, no assurance can be given that an account terminated under this provision will receive 50% of its initial value; it may receive less.

Position Size. The Program's contract limits are solely determined by the equity in the account. This feature helps to manage Program risk as it results in reduced position sizes during losing periods.

Pyramiding not used. CBCM does not employ the trading technique commonly known as “pyramiding,” that is, using unrealized profits on existing futures positions as margin for the purchase or sale of additional positions. However, it may add to existing positions when such action is dictated by its trading methodology. CBCM includes unrealized profits in its determination of account equity, which forms the basis for decisions on account position size.

The trading strategy and account management principles described here are factors upon which CBCM bases its trading decisions. The factors discussed above may be revised from time to time by CBCM as it deems advisable or necessary. Accordingly, no assurance is given that all of these factors will be considered with respect to every trade or recommendation made on behalf of a Program account or that consideration of any of these factors in a particular situation will lessen a client’s risk of loss or increase the potential for profits.

Use of Block Orders.

CBCM may place individual orders for each account or a block order for all Program accounts in which the same commodity interest is being cleared through the same FCM. The Principal’s personal trading accounts may be combined with the client accounts when placing such block orders. In the latter instance, it will direct the FCM for the accounts to employ the neutral allocation system generally used by the FCM to assign trades. On occasion, CBCM may employ a “rotation of accounts” allocation procedure when partial fills occur. The rotation of accounts procedure involves systematically rotating accounts on a weekly cycle to determine which will receive the most favorable fills.

PREMIUM STOCK INDEX PROGRAM (PSIP)

The objective of this strategy is to achieve substantial capital appreciation through the speculative trading of options on futures contracts. This objective can entail a comparatively high level of risk. CBCM currently engages in this strategy of selling or “writing” put and call options on stock index futures. However in the future, CBCM may trade a broader portfolio of options and futures contracts including agricultural, metals, currencies and financial instruments. Each of CBCM’s clients will receive advance notice, before having their account traded in any other type of commodity interests other than the stock index futures and options. CBCM may trade commodity future and option contracts on any United States Exchange.

CBCM’s option strategy collects premiums by writing (selling) out-of-the-money options. The seller (writer) of the option risks losing the difference between the premium received for the option and the price of the underlying futures contract. Trades are usually made 30-45 days from expiration. The goal is to exit the positions before expiration at an “opportunity cost” profit stop. This profit stop is based on the logic that underlying futures moves can accelerate the profit potential of the position. For example, if an option is sold 40 days out from the expiration date and a market move occurs which results in a 70% profit after only 5 days, the position would be covered and the profit realized. This allows for the sale of a new option (still 35 days out from expiration) and the opportunity for increased returns, rather than waiting 35 days to capture the remaining 30% of the initial premium.

What makes CBCM’s strategy unique is that historical prices are not used to establish positions, and, a short-term trend indicator is used to help reduce the probability of selling options against a negative trend. The majority of methods used by advisors are based on the assumption that historical price data can predict future prices. While the use of historical price data has shown to be profitable, CBCM believes deeper drawdowns and lower accuracy are generally the result of this type of analysis. CBCM uses the future perceived value in its proprietary algorithms, derived from the current month option expiration, to determine the strike prices at which the options are sold. In addition, position sizing methods are employed to optimize risk-adjusted returns by balancing put/call exposure.

The profitability of a trading system consisting of selling (“writing”) uncovered options on an index depends upon the price movement of the index. If CBCM writes calls on an index, and the calls are not bought in before their expiration, the strategy will be profitable if the index is below the strike price of the call when the call expires. If the

index is above the strike price of the call when the call expires, the strategy may produce a potentially unlimited loss.

If CBCM writes puts on an index, and the puts are not bought in before their expiration, the strategy will be profitable if the index is above the strike price of the puts when the puts expire. If the index is below the strike price of the puts when the puts expire, the strategy may produce an almost unlimited loss.

In order to manage risk and mitigate losses, CBCM will attempt to buy back (cover) options before expiration if stop loss levels are exceeded or will take a position in the underlying futures contract when extreme volatility conditions arise. This underlying position hedges against additional position risk until volatility diminishes.

BALANCED VOLATILITY PROGRAM (BVP)

The objective of the Balanced Volatility Program (BVP) is to achieve substantial capital appreciation through the speculative trading of options on futures and futures contracts. A secondary objective of the Balanced Volatility Program (BVP) is to offset volatility risks, which are inherent in short option or premium selling programs, while offering the benefits of an absolute return strategy. The BVP works well as a hedging tool when combined with a premium-selling program such as the Premium Stock Index Program (PSIP) or as a standalone investment.

It is well documented that selling premium (short options) is profitable in quiet or low volatility markets, however, when volatility increases sharply, months' or even years' of profit can be lost if risk is not properly managed.

The strategies used in the BVP are a blend of options and futures contracts used to create positions that are buffered from the previously discussed increases in volatility. In addition, the balanced nature of the strategy results in low margin requirements.

More specifically, the BVP strategy trades three different positions simultaneously to achieve its goal.

- The first position involves selling near month out-of-the-money options
- The second position buys long-term at-the-money options
- The third position buys the underlying futures.

These three positions are placed using proprietary strike levels and ratios to achieve a delta-gamma neutral strategy that can achieve profits in flat or volatile market conditions.

In addition, setting stops that are a function of account value and real-time monitoring of positions controls risk. Furthermore, the BVP only participates in high liquidity markets (currently the S&P 500 Emini and Pit options and futures contracts).

FEES AND EXPENSES

CBCM normally charges clients a .166% monthly management fee and a monthly incentive fee equal to 25% of New Net Profits. CBCM reserves the right to negotiate or reduce the fees charged to the client. The formula for calculating fees and other related terms and conditions are described below.

Management Fee

A monthly Management Fee of .166 percent of Net Asset Value of the account at the month-end (.166 percent or 2% per Annum). Net Asset Value shall be adjusted to include any withdrawal of funds from the account in the last

calendar month-end. The Management Fee shall be calculated before any Incentive Fee is subtracted from the account and shall be due regardless of whether any profits were achieved that month.

Net Asset Value means the account's total assets less total liabilities, determined according to the following generally accepted accounting principles.

- (a) Net Asset Value shall include any unrealized profit or loss on open positions.
- (b) All open positions shall be valued at their then market value which means, with respect to open positions, the settlement price as determined by the exchange on which the transaction is effected or the most recent appropriate quotation as supplied by the account's commodity broker or banks through which the transaction is effected, except that United States Treasury bills (not futures contracts thereon) shall be carried at cost plus accrued interest. If there are no trades on the date of the calculation due to operation of the daily price fluctuation limits or due to a closing of the exchange on which the transaction is executed, the contract will be valued at the nominal settlement price as determined by the exchange.
- (c) Brokerage commissions and fees shall be treated as a liability of the account upon the initiation of a position. Incentive fees payable to the Advisor on Trading Profits shall be accrued for purposes of calculating Net Asset Value.

Monthly Incentive Fee

The incentive fee, which is calculated and paid monthly, is taken as a percentage of New Net Profits. New Net Profits are computed using the formula: (1) the net realized profit and loss during the period, plus (2) the change in unrealized profit and loss on open positions during the period, minus (a) all brokerage commissions, transaction fees, management fees and other charges incurred during the period and (b) cumulative net loss, if any, carried over from previous periods. The carryover of previous loss makes certain that incentive fees are paid only on the cumulative increases in the net gains of an account. It should be noted that the full loss is not carried over to the next month in an instance where there has been a partial withdrawal of funds. In such a case, the portion of the loss attributable to the withdrawn amount is first subtracted from the carryover loss. For example, if funds representing 10% of the amount under management are withdrawn, then 10% is subtracted from the carryover loss.

If an account does not generate New Net Profits in a given month, no incentive fee will be due to CBCM unless the account experiences New Net Profits in a subsequent month. The amount of the incentive fee due to CBCM, if any, will be determined independently with respect to each month, in that a fee once paid will never be returned. However, no further fee will be payable until any carry-forward loss has been recovered.

All fees will be billed by CBCM directly to the broker carrying the client's account, and will be paid to CBCM from the amount on deposit in the account. No minimum account value is necessary in order for CBCM to be entitled to the fees described herein. CBCM may share a portion of its compensation with properly registered persons who have assisted in the solicitation process.

Brokerage Commissions

Brokerage commissions will be the responsibility of the client. Said commissions will be paid directly to the clearing firm. Clients will also be responsible for the transaction and/ or brokerage, clearing exchange, "give-up," and regulatory fees charged by the various exchanges. The Client authorizes CBCM to negotiate "give-up" charges (if applicable) up to, but not in excess of, \$1.00 per side. The Client must approve any charges in excess of this amount. The client generally will be provided with a statement from its FCM and/or IB disclosing the amount of brokerage commissions charged to the account.

Miscellaneous

- (1) If a client withdraws from the Program on a date other than at the end of a month, the management fee and/or incentive fee will be calculated and billed as if such termination date were the end of the month. At this time, the client's obligation to pay future fees will terminate. A client is not entitled to a refund of any incentive fees paid or accrued to the date of its withdrawal from the Program.
- (2) If a client increases its investment in the Program, such investment will be treated as a new and separate client account for the purpose of calculating incentive fees.
- (3) Following the end of each month, CBCM will send to each client a bill for management and/or incentive fees that are due and owing. A bill is deemed sent to a client upon CBCM sending a facsimile or electronic mail or depositing the bill in the mail in a first-class postage pre-paid envelope addressed to the client and is considered to be delivered to the client personally whether actually received or not. A bill is deemed correct and is conclusive and binding on a client unless a written or verbal objection from the client is immediately received by CBCM. If no written or verbal objection to a bill is immediately received by CBCM, CBCM will present the bill to the client's FCM for full payment. In the Authorization to Pay Fees (copy enclosed), a client authorizes the client's FCM to transfer management and/or incentive fees from the client's account to CBCM within the prescribed time upon receipt of a bill for these fees from CBCM.

CONFLICTS OF INTEREST

CBCM's Trading of Accounts and Other Activities. CBCM manages the accounts of a number of clients and actively solicits the accounts of individuals, pools and other investment entities. Certain of these accounts may pay more or less in fees than others and certain of these accounts may have significantly larger amounts committed to commodity interest trading than others. While CBCM might have a financial incentive to favor one account over another, favoritism of this kind would be a breach of its fiduciary duty to its clients and will not be allowed.

CBCM intends to use the same general methods and strategies to trade all its clients' accounts although smaller accounts may sometimes participate in "mini" contracts rather than regular-sized contracts. In rendering trading advice, CBCM will never knowingly or deliberately favor the account of any client over the account of any other client. However, this is not to say that all accounts will achieve the same rates of return. Depending on variations in commissions, account leverage and its position on the allocation list, an account is likely to receive a better or worse price per trade than other accounts. See "DESCRIPTION OF TRADING METHODS AND STRATEGIES-USE OF BLOCK ORDERS."

Proprietary Trading. CBCM and its principals may trade in commodity markets for their own accounts and for the accounts of their clients. In this regard, they may leverage their personal accounts more aggressively than a client's account. Also, they may use personal accounts to experiment with new systems and trade other programs. CBCM and the Principals' personal accounts may be combined with client accounts for the purpose of placing block orders. The Principals may hold or initiate positions for a proprietary account that are opposite in direction to positions being initiated or held for a client account. The Principals' proprietary account records will not be available for inspection by clients.

Application of Speculative Position Limits. All accounts managed and controlled by CBCM are combined (that is, aggregated) for position limit purposes. CBCM believes that established position limits will not adversely affect its trading for clients. However, the possibility exists that from time to time CBCM's trading decisions may have to be modified and positions held or controlled by it may have to be liquidated to avoid exceeding applicable position limits. If the application of position limits were to affect CBCM's trading decisions, it would attempt to modify its recommendations in such a way as not to affect disproportionately the performance of any one client account compared with that of any other account managed or controlled by CBCM or its principal.

BROKERAGE ARRANGEMENTS

Introducing Broker and Futures Commission Merchant. In order for Clients to participate in CBCM's trading program they must open or have an existing account with a Futures Commission Merchant (FCM). The account can either be opened directly with the FCM, or, be opened through an Introducing Broker (IB). MF Global, Inc. is the executing FCM for CBCM.

RISK FACTORS AND OTHER CONSIDERATIONS

In addition to the risks inherent in trading financial futures contracts pursuant to instructions provided by CBCM (see "DESCRIPTION OF TRADING METHODS AND STRATEGIES"), there exist additional risk factors, including those described below, in connection with a client participating in the Program. Prospective clients should consider all of the risk factors described below and elsewhere in this Disclosure Document before making a decision to participate.

Commodity Interest Trading Is Speculative and Volatile. Futures and options prices are highly volatile. Price movements in the financial and currency markets are influenced by, among other things: changing supply and demand relationships; trade, fiscal, monetary, and exchange control programs and policies of governments; United States and foreign political and economic events and policies; changes in national and international interest rates and rates of inflation; currency devaluations and revaluations; and emotions of the marketplace. None of these factors can be controlled by CBCM and no assurance can be given that CBCM's advice will result in profitable trades for a client or that a client will not incur losses.

Commodity Interest Trading is Highly Leveraged. The low margin deposits normally required in financial futures trading (typically between 3% and 20% of the value of the contract purchased or sold) permit an extremely high degree of leverage. Accordingly, a relatively small price movement in a contract may result in immediate and substantial losses for the investor. For example, if at the time of purchase 10% of the price of a futures contract is deposited as margin, a 10% decrease in the price of the contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deduction for brokerage commissions. A decrease of more than 10% would result in a loss of more than the total margin deposit. Thus, like other leveraged investments, any trade may result in losses in excess of the amount invested.

Commodity Interest Trading May Be Illiquid. It is not always possible to execute a buy or sell order at the desired price, or to close out an open position, due to market illiquidity. Such illiquidity may be caused by intrinsic market conditions (lack of demand or overabundant supply) or it may be the result of extrinsic factors like the imposition of daily price fluctuation limits (which set a floor and ceiling on the price at which a trade may be executed) or circuit breakers (which halt trading in certain stock indices whenever the Dow Jones Industrial Average or the S&P 500 Stock Index declines or rises by a certain number of points).

Use Of Stops Are Not Always Effective. Stops are not always effective at controlling risk. There can be no assurance that a stop order will be executed or even if so, that such execution will occur at or near the specified price. Stops will not always protect an account from a suspension in trading caused by daily price fluctuation limits. Stops may even exacerbate losses by causing the Program to exit a position early that otherwise would have subsequently recovered.

Participating Client's FCM May Fail. Under CFTC regulations, FCMs are required to maintain clients' assets in a segregated account. If a Program client's FCM fails to do so, the client may be subject to risk of loss of all funds on deposit with the client's FCM in the event of its bankruptcy. In addition, under certain circumstances, such as the inability of another client of the FCM or the FCM itself to satisfy substantial deficiencies in such other client's account, a client may be subject to a risk of loss of the funds on deposit with the client's FCM. In the case of any such bankruptcy or client loss, a client might recover, even in respect of

property specifically traceable to the client, only a pro rata share of all property available for distribution to all of the FCM's clients.

CBCM's Trading Decisions Are Based On Technical Analysis. Trading decisions made by CBCM on behalf of clients are based on technical analysis. See "DESCRIPTION OF TRADING METHODS AND STRATEGIES."

The profitability of technical analysis as incorporated in the Program depends upon the accurate forecasting of price behavior in some commodities. However, there is no assurance that such price behavior will develop in the markets followed by CBCM or that it will be forecast accurately. In the past, there have been periods without such discernible price behavior and, presumably, such periods will occur in the future. Even where such price behavior develops, its course may be shortened by outside factors, like government intervention.

Furthermore, the effectiveness of technical analysis is limited by the expectation that price relationships observed in the past will continue to exist in the future. Under certain circumstances, a technical method may fail to identify price behavior on which action should be taken or may overreact to erratic movements and thus establish a position contrary to the eventual price direction, which may result in losses. In addition, a technical trading method may under-perform other trading methods when fundamental factors dominate price moves within a given market.

A Client Is Subject to Substantial Fees and Expenses Regardless of Whether Any Profits Are Realized.

A client in the Program is subject to substantial brokerage commissions and other transaction costs and substantial incentive fees. Incentive fees, in particular, are based in part on unrealized profits that may never be realized. Accordingly, a client's account will have to earn substantial trading profits to avoid depletion of his funds due to such commissions, costs, and fees. See "FEES AND EXPENSES."

A client is responsible for bearing any and all expenses, losses, and fees incurred as a result of maintaining and having CBCM trade the client's account. In the Client Agreement (copy enclosed), the client agrees to indemnify and hold harmless CBCM and future shareholders, directors, officers, employees, principals, affiliates, and agents in this regard. See "FEES AND EXPENSES."

Deductibility of Incentive Fees Is Limited. Under pre-1987 law, individual taxpayers who itemized deductions were permitted to deduct expenses of producing income, including investment advisory fees, when computing taxable income. The United States Internal Revenue Code, as amended by the Tax Reform

Act of 1986 (the "Code"), provides that such expenses are to be aggregated with certain unreimbursed employee business expenses, miscellaneous itemized deductions and other expenses for producing income (collectively, "Aggregate Expenses"), and the aggregate amount of such expenses will be deductible only to the extent such amount exceeds 2% of a taxpayer's adjusted gross income. The incentive fees payable to CBCM will be characterized as investment advisory fees. Accordingly, each client's incentive fees paid to CBCM will be deductible only to the extent that such client's Aggregate Expenses Exceed 2% of such client's adjusted gross income. EACH CLIENT PARTICIPATING IN THE PROGRAM THEREFORE MAY PAY TAX ON MORE THAN THE NET PROFITS GENERATED BY THE PROGRAM.

The laws and rules relating to the taxation of commodities and stock index futures are extremely complex. There are various federal and state tax consequences associated with trading commodities. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS BEFORE OPENING AN ACCOUNT WITH CRESCENT BAY CAPITAL MANAGEMENT, INC.

PERFORMANCE INFORMATION

Premium Stock Index Program (PSIP)

NAME OF CTA.....Crescent Bay Capital Management, Inc.
 Inception of Trading for Advisor.....November 1, 2004
 Name of Trading Program.....Premium Stock Index
 Inception of trading pursuant to Program.....October 1, 2005
 Number of accounts currently traded by Program.....101
 Total assets managed pursuant to Program\$2,150,000
 Assets currently under management..... \$2,485,000
 Worst monthly percentage drawdown¹.....(10.1%) July 2007
 Worst peak to valley percentage drawdown².....(17.52%) February 2007 – August 2007
 Number of profitable accounts opened and closed..... 8
 Range of returns experienced by profitable accounts.....01% - 20%
 Number of losing accounts opened and closed.....70
 Range of returns experienced by unprofitable accounts..... (1%) – (38%)

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS

Month	2005	2006	2007
January		5.57%	6.35%
February		1.50%	(3.22%)
March		3.15%	(9.18%)
April		4.14%	(2.73%)
May		(1.75%)	6.77%
June		2.41%	0.60%
July		(3.23%)	(10.10%)
August		3.82%	(0.10%)
September		1.76%	
October	4.70%	(1.17%)	
November	0.93%	3.11%	
December	4.43%	2.25%	
Year	10.36%	23.37%	(12.29%)

Past performance based on round-turn commission charges ranging from \$6.00 to \$20.00, management fees from 0%-2%, and incentive fees from 20%-30%.

¹ “Worst monthly percentage draw-down” is the largest monthly loss experienced by all accounts included in the capsule in any calendar month expressed as a percentage of total equity and includes the month and year of such draw-down.

² “Worst peak-to-valley draw-down” is the greatest cumulative percentage decline in month-end net asset value of all accounts reflected in the capsule during a period in which the initial month-end net asset value of the account is not equaled or exceeded by a subsequent month-end net asset value of the account and includes the time period in which it occurred.

Balanced Volatility Program (BVP)

NAME OF CTA.....Crescent Bay Capital Management, Inc.
 Inception of Trading for Advisor.....November 1, 2004
 Name of Trading Program.....Balanced Volatility
 Inception of trading pursuant to Program.....August 1, 2007
 Number of accounts currently traded by Program.....1
 Total assets managed pursuant to Program \$10,000
 Assets currently under management.....\$2,485,000
 Worst monthly percentage drawdown¹..... N/A
 Worst peak to valley percentage drawdown²..... N/A
 Number of profitable accounts opened and closed..... 0
 Range of returns experienced by profitable accounts..... N/A
 Number of losing accounts opened and closed..... 0
 Range of returns experienced by unprofitable accounts..... N/A

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS

Month	2007
January	
February	
March	
April	
May	
June	
July	
August	4.00%
September	
October	
November	
December	
Year	4.00%

Past performance based on round-turn commission charges ranging from \$6.00 to \$20.00, management fees from 0%-2%, and incentive fees from 20%-30%.

¹ “Worst monthly percentage draw-down” is the largest monthly loss experienced by all accounts included in the capsule in any calendar month expressed as a percentage of total equity and includes the month and year of such draw-down.

² “Worst peak-to-valley draw-down” is the greatest cumulative percentage decline in month-end net asset value of all accounts reflected in the capsule during a period in which the initial month-end net asset value of the account is not equaled or exceeded by a subsequent month-end net asset value of the account and includes the time period in which it occurred.

Crescent Bay Diversified Futures Fund, L.P. (CBDFF)

NAME OF CTA.....Crescent Bay Capital Management, Inc.
 Inception of Trading for Advisor.....November 1, 2004
 Name of Trading Program.....Crescent Bay Diversified Futures Fund, LP
 Inception of trading pursuant to Program.....May 1, 2007
 Number of accounts currently traded by Program.....1
 Total assets managed pursuant to Program\$325,000
 Assets currently under management..... \$2,485,000
 Worst monthly percentage drawdown¹.....(10.10%) June 2007
 Worst peak to valley percentage drawdown².....(10.10%) May 2007 – June 2007
 Number of profitable accounts opened and closed..... 0
 Range of returns experienced by profitable accounts..... N/A
 Number of losing accounts opened and closed..... 0
 Range of returns experienced by unprofitable accounts..... N/A

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS

Month	2007
January	
February	
March	
April	
May	4.30%
June	(10.10%)
July	16.50%
August	(0.10%)
September	
October	
November	
December	
Year	9.35%

Past performance based on round-turn commission charges ranging from \$6.00 to \$20.00, management fees from 0%-2%, and incentive fees from 20%-30%.

¹ “Worst monthly percentage draw-down” is the largest monthly loss experienced by all accounts included in the capsule in any calendar month expressed as a percentage of total equity and includes the month and year of such draw-down.

² “Worst peak-to-valley draw-down” is the greatest cumulative percentage decline in month-end net asset value of all accounts reflected in the capsule during a period in which the initial month-end net asset value of the account is not equaled or exceeded by a subsequent month-end net asset value of the account and includes the time period in which it occurred.

Global Financial Program (GFP)****CLOSED****

NAME OF CTA.....Crescent Bay Capital Management, Inc.
 Inception of Trading for Advisor.....November 1, 2004
 Name of Trading Program.....Global Financial
 Inception of trading pursuant to Program..... November 1, 2004
 Number of accounts currently traded by Program.....0
 Total assets managed pursuant to Program0
 Assets currently under management.....\$2410000.00
 Worst monthly percentage drawdown¹.....March 05 (-5.56%)
 Worst peak to valley percentage drawdown²..... November 04 - October 05 (-26.50)
 Number of profitable accounts opened and closed.....0
 Range of returns experienced by profitable accounts.....N/A
 Number of losing accounts opened and closed.....3
 Range of returns experienced by unprofitable accounts.....(-10%) – (-28%)

Month	2004	2005
January		0.00%
February		5.19%
March		-5.56%
April		-4.34%
May		-1.97%
June		-1.8%
July		-1.38%
August		0.0%
September		-3.38%
October		-4.44%
November	-4.38%	
December	-4.44%	
Year	-8.82%	-17.68%

¹ “Worst monthly percentage draw-down” is the largest monthly loss experienced by all accounts included in the capsule in any calendar month expressed as a percentage of total equity and includes the month and year of such draw-down.

² “Worst peak-to-valley draw-down” is the greatest cumulative percentage decline in month-end net asset value of all accounts reflected in the capsule during a period in which the initial month-end net asset value of the account is not equaled or exceeded by a subsequent month-end net asset value of the account and includes the time period in which it occurred.

ACCOUNT FUNDING MATRIX

ACTUAL RATE OF RETURN (1)	RATES OF RETURN BASED ON FUNDING LEVEL (3)	
-60.00%	-60.00%	-120.00%
-40.00%	-40.00%	-80.00%
-20.00%	-20.00%	-40.00%
-15.00%	-15.00%	-30.00%
-10.00%	-10.00%	-20.00%
0.00%	0.00%	0.00%
10.00%	10.00%	20.00%
15.00%	15.00%	30.00%
20.00%	20.00%	40.00%
25.00%	25.00%	50.00%
30.00%	30.00%	60.00%
35.00%	35.00%	70.00%
40.00%	40.00%	80.00%
FUNDING LEVEL (2)	100.00%	50.00%

See page 18 for additional risk disclosure regarding notionally funded accounts and the effect that partial funding has on rate of return and draw-down.

Footnotes to Matrix:

- (1) This column represents a hypothetical range of actual rates of return for fully funded accounts.
- (2) This percentage represents the actual amount of funds deposited in an account divided by the fully funded trading level of the account.
- (3) This represents the rate of return experience by a customer's account given the respective level of funding utilized by the trading advisor. The rates of return for accounts that are not fully funded are inversely proportional to the actual rates of return, based on the percentage level of funding.

NOTIONALLY FUNDED ACCOUNT RISK DISCLOSURE STATEMENT

YOU SHOULD REQUEST YOUR COMMODITY TRADING ADVISOR TO ADVISE YOU OF THE AMOUNT OF CASH OR OTHER ASSETS (ACTUAL FUNDS) WHICH SHOULD BE DEPOSITED TO THE ADVISOR'S TRADING PROGRAM FOR YOUR ACCOUNT TO BE CONSIDERED "FULLY FUNDED." THIS IS THE AMOUNT UPON WHICH THE COMMODITY TRADING ADVISOR WILL DETERMINE THE NUMBER OF CONTRACTS TRADED IN YOUR ACCOUNT AND SHOULD BE AN AMOUNT SUFFICIENT TO MAKE IT UNLIKELY THAT ANY FURTHER CASH DEPOSITS WOULD BE REQUIRED FROM YOU OVER THE COURSE OF YOUR PARTICIPATION IN THE COMMODITY TRADING ADVISOR'S PROGRAM.

YOU ARE REMINDED THAT THE ACCOUNT SIZE YOU HAVE AGREED TO IN WRITING (THE "NOMINAL" OR "NOTIONAL" ACCOUNT SIZE) IS NOT THE MAXIMUM POSSIBLE LOSS THAT YOUR ACCOUNT MAY EXPERIENCE.

YOU SHOULD CONSULT THE ACCOUNT STATEMENTS RECEIVED FROM YOUR FUTURES COMMISSIONS MERCHANT IN ORDER TO DETERMINE THE ACTUAL ACTIVITY IN YOUR ACCOUNT, INCLUDING PROFITS, LOSSES, AND CURRENT CASH EQUITY BALANCE. TO THE EXTENT THAT THE EQUITY IN YOUR ACCOUNT IS AT ANY TIME LESS THAN THE NOMINAL ACCOUNT SIZE YOU SHOULD BE AWARE OF THE FOLLOWING:

- (1) ALTHOUGH YOUR GAINS AND LOSSES, FEES AND COMMISSIONS MEASURED IN DOLLARS WILL BE THE SAME, THEY WILL BE GREATER WHEN EXPRESSED AS A PERCENTAGE OF ACCOUNT EQUITY.
- (2) I MAY RECEIVE MORE FREQUENT AND LARGER MARGIN CALLS.
- (3) THE DISCLOSURES WHICH ACCOMPANY THE PERFORMANCE TABLE MAY BE USED TO CONVERT THE RATES OF RETURN ("ROR'S") IN THE PERFORMANCE TABLE TO THE CORRESPONDING ROR'S FOR PARTICULAR PARTIAL FUNDING LEVELS.
- (4) I WILL INCUR GREATER RISK BECAUSE I MAY EXPERIENCE GREATER LOSSES, AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN MY ACCOUNT, THAN AN ACCOUNT FUNDED EXCLUSIVELY WITH ACTUAL FUNDS.
- (5) MY ACCOUNT WILL EXPERIENCE GREATER VOLATILITY, AS MEASURED BY RATES OF RETURN ACHIEVED IN RELATION TO ASSETS ACTUALLY DEPOSITED IN MY ACCOUNT, THAN AN ACCOUNT FUNDED EXCLUSIVELY WITH ACTUAL FUNDS.

- (6) MANAGEMENT FEES WILL BE CHARGED ON THE BASIS OF THE DESIGNATED ACCOUNT SIZE, WHICH IS INCLUSIVE OF THE NOTIONAL FUNDS. ACCORDINGLY, I WILL PAY HIGHER ADVISORY FEES AS MEASURED BY THE PERCENTAGE OF SUCH FEES IN RELATION TO ASSETS ACTUALLY DEPOSITED IN MY ACCOUNT, THAN AN ACCOUNT FUNDED EXCLUSIVELY WITH ACTUAL FUNDS.
- (7) ADDITIONS AND WITHDRAWALS (OF CASH OR NOTIAL FUNDS) AND NET PERFORMANCE WILL INCREASE (OR DECREASE, AS THE CASE MAY BE) THE DESIGNATED ACCOUNT SIZE.
- (8) TO THE EXTENT THAT THE DESIGNATED ACCOUNT SIZE IS GREATER THAN ACTUAL FUNDS, MY ACCOUNT WILL BE SUBJECT TO GREATER LEVERAGE AND VOLATILITY THAN IF THE DESIGNATED ACCOUNT SIZE WERE FULLY FUNDED WITH ACTUAL FUNDS. BY DIRECTING CRESCENT BAY CAPITAL MANAGEMENT, INC. TO TRADE MY ACCOUNT AT THE DESIGNATED ACCOUNT SIZE, MY ACCOUNT WILL TRADE A GREATER NUMBER OF CONTRACTS THAN IF IT WERE FUNDED EXCLUSIVELY WITH ACTUAL FUNDS. THIS WILL RESULT IN A GREATER NUMBER OF BROKERAGE COMMISSIONS AND PERCENTAGE OF THE ACTUAL FUNDS BEING COMMITTED AS MARGIN.
- (9) I ALSO ACKNOWLEDGE AND AGREE THAT HAVING THE ACCOUNT TRADED AT THE DESIGNATED ACCOUNT SIZE, WHICH EXCEEDS THE ACTUAL FUNDS IN THE ACCOUNT, WILL RESULT IN AN INCREASE IN THE RATES OF RETURN (BOTH POSITIVE AND NEGATIVE). FOR EXAMPLE, IF \$1MIL IN ACTUAL FUNDS HAS A \$1.5MIL DESIGNATED ACCOUNT SIZE, A TRADING LOSS OF \$150,000 WILL BE A 10% LOSS BASED ON DESIGNATED ACCOUNT SIZE, BUT A 15% LOSS OF ACTUAL FUNDS.

PRIVACY POLICY

At Crescent Bay Capital Management, Inc. we recognize the importance of maintaining the utmost security and confidentiality of our customer's information. In addition to internal policies and procedures designed to safeguard customer information, we prohibit those we do business with from any reuse of that information for purposes other than those intended by CBCM.

Customer information security and confidentiality

We take a number of steps to ensure that customer information is adequately safeguarded. These steps include the following: 1) implementing a number of physical and electronic security features to prevent unauthorized access; 2) limiting employee's access to customer information; and 3) conducting periodic reviews of our computer systems, including security features. Additionally, our employees are required to acknowledge their responsibility to maintain the confidentiality of customer information.

How we collect customer information

We collect customer information about you that: 1) we receive on applications to us for our products and services; 2) we receive from processing your accounts with us and the transactions in those accounts, as well as providing services to you; 3) we receive about you from our affiliated companies; and 4) we receive in response to requests made to third parties about you or to confirm information that you have provided to us.

How we disclose customer information

We may disclose some or all of the customer information we collect about you under the following circumstances: 1) to verify or complete a transaction; 2) to verify the existence and condition of your account for a third party, such as another financial institution; 3) to a third party who performs functions on behalf of Crescent Bay (i.e. a custodian, clearing firm, or broker-dealer); 4) to comply with laws, regulations, or a court or government order or request, such as in response to a subpoena or a request by an CFTC/NFA examiner; 5) to inform you of our other products or services; 6) if you or any authorized person on the account gives us oral or written permission to do so; or 7) to verify the accuracy of information that you have provided to us.

Customer information about Former Customers

We apply the same privacy and practice to our former customers that we do to our existing customers. Collected customer information is retained in accordance with Federal law.

Customer information- Accuracy

We recognize the importance of maintaining accurate customer information that is provided to you in various forms, including account statements and billing statements. If you ever notice that your information is inaccurate, please contact us. Upon your notification we will correct any inaccuracies.

Protecting your information

There are a number of steps you can take to protect your information, including: 1) before you reveal any personally identifying information, find out how it will be used and whether it will be shared with others; 2) pay attention to your billing cycles and follow up with creditors if your bills don't arrive on time; 3) guard your mail from theft; 4) deposit outgoing mail in post office collection boxes or at your local post office; and, 5) put passwords on your credit card, bank and phone accounts. If you suspect that your personal information, including social security number or account information has been misappropriated to commit fraud or theft, please contact: 1) your Crescent Bay personal representative; 2) the fraud departments of each of the three major credit bureaus; 3) the creditors for any accounts that have been tampered with or opened fraudulently; and 4) your local police or the police in the community where the identity theft took place. You should also contact the Federal Trade Commission (FTC) at 1-877-IDTheft or at www.consumer.gov/idtheft.

Privacy Notice Availability

A copy of this privacy notice may also be obtained by visiting or contacting our office.

CONCLUSION

In view of the foregoing, a prospective client in the Program should consider carefully the highly speculative nature and risks of loss inherent in trading in the financial futures markets. A client should be financially capable of accepting such risks and engaging in such trading. A client should have significant resources beyond any funds which he deposits in the commodity trading account to be advised by CBCM and such funds should represent risk capital to the client.

THIS DOCUMENT IS NOT A CONTRACT AND DOES NOT MODIFY OR LIMIT THE TERMS OF ANY AGREEMENT BETWEEN CRESCENT BAY CAPITAL MANAGEMENT, INC. AND ANY CLIENT PARTICIPATING IN THE PREMIUM STOCK INDEX PROGRAM. CLIENTS PARTICIPATING IN THE PROGRAM SHOULD CAREFULLY REVIEW THE SPECIFIC TERMS OF THE CLIENT AGREEMENT AND TRADING AUTHORIZATION AND THE AUTHORIZATION TO PAY FEES ENCLOSED WITH THIS DISCLOSURE DOCUMENT.

CRESCENT BAY CAPITAL MANAGEMENT, INC.

1020 Suncoast Lane, Suite #101
El Dorado Hills, CA 95762
Telephone: (916) 358-3818
Fax (916) 358-3819

**CLIENT AGREEMENT AND
TRADING AUTHORIZATION**

This Client Agreement and Trading Authorization (“Agreement”) is made and entered into as of the date set forth at the end of this Agreement by and between Crescent Bay Capital Management, Inc. (the “Advisor”) and the undersigned client (“Client”);

WHEREAS, Client hereby acknowledges to the Advisor that Client has received, read, and understood and carefully considered the risks outlined in the Disclosure Document dated October 1, 2007 of the Advisor, and Client has signed an acknowledgement to that effect;

WHEREAS, Client hereby represents to the Advisor that Client has capital available and desires to invest such capital in speculative investments in “commodity interests,” which term shall include, for purposes of this Agreement, contracts on and for physical commodities, currencies, mortgage-backed securities, money market instruments, obligations of and guaranteed by the United States Government, and any other financial instruments, securities, stock, financial, and economic indices, and items which are now, or may hereafter be, the subject of futures contract trading, options on futures contracts and physical commodities, cash and forward contracts, foreign exchange commitments, deferred delivery contracts, leverage contracts, and other commodity-related contracts, agreements, and transactions, and securities (such as United States Treasury bills) approved by the United States Commodity Futures Trading Commission for investment of client funds:

WHEREAS, Client, if an individual, hereby represents to the Advisor that Client is of full legal age in the jurisdiction in which Client resides and is legally competent to execute and deliver this Agreement and to purchase, sell, trade, and own commodity interests as contemplated by this Agreement;

WHEREAS, Client, if a corporation, partnership, trust, or other entity or association, hereby represents to the Advisor that Client has full power and authority to execute and deliver this Agreement and to purchase, sell, and trade, and own commodity interests as contemplated by this Agreement and that the individual executing and delivering this Agreement for and on behalf of Client is of full legal age in the jurisdiction in which such individual resides and is legally competent and has full power and authority to do so on behalf of Client and his stockholders, partners, or beneficiaries;

WHEREAS, Client hereby represents to the Advisor that Client is fully familiar with the speculative nature of commodity interest trading and its high degree of risk suitable only for a person who can sustain substantial losses which may be far in excess of such person’s funds on deposit in such person’s commodity trading account;

WHEREAS, Client hereby represents to the Advisor that Client is willing and able, financially and otherwise, to assume the risks of commodity interest trading and has the financial ability to bear losses in excess of the amount deposited pursuant to Section 1 of this Agreement; and

WHEREAS, Client desires to retain the Advisor as Client’s commodity trading advisor upon the terms and conditions set forth in this Agreement, and the Advisor desires to service Client in such capacity upon such terms and conditions;

NOW, THEREFORE, in consideration of the premises set forth above, the parties hereto do hereby agree as follows:

1. Client has deposited the sum set forth at the end of this Agreement in a commodity trading account (“Account”) established and maintained with the futures commission merchant (“FCM”) named at the end of this Agreement.
2. Client hereby constitutes, appoints, and authorizes the Advisor as Client’s true and lawful agent and attorney-in-fact, in Client’s name, place and stead, to purchase, sell (including short sales), trade, and otherwise acquire, hold, dispose of, and deal in commodity interests, on margin or otherwise, on United States and foreign exchanges, in the inter-bank market and otherwise, and to make and take delivery of commodities in fulfillment of any commodity interests, all for Client’s Account and risk. Client hereby gives and grants to the Advisor full and exclusive power and authority to act for Client and on the Client’s behalf to do every act and thing whatsoever requisite, necessary, or appropriate to be done in connection with this power of attorney as fully and in the same manner and with the same force and effect as Client might or could do if personally present, and Client hereby ratifies all that the Advisor lawfully does or causes to be done by virtue of this power of attorney. In granting this limited power of attorney, Client relinquishes all authority to directly or indirectly effect transactions of any kind in the Account, except for depositing and withdrawing funds and closing the Account, as set forth in the Agreement. Client hereby ratifies and confirms any and all transactions heretofore made by the Advisor for the Account and agrees that the rights and obligations of Client in respect thereof shall be governed by the terms of this Agreement.
3. The Advisor’s services to Client shall not be deemed to be exclusive to Client, and the Advisor shall be free to render similar services to others.
4. Any and all transactions effected by the Advisor for the Account shall be subject to the constitution, by-laws, rules, regulations, orders, and customs and usages of the exchange or market where executed (and of its clearinghouse, if any), and to the provisions of the United States Commodity Exchange Act, as amended, and to the rules, regulations and orders promulgated from time to time thereunder, and to all applicable laws, rules and regulations of the United States, various states in the United States, and foreign jurisdictions. The Advisor shall not be liable to Client as a result of any action taken by the Advisor which is necessary to comply with any such constitution, by-law, rule, regulation, order, custom, usage, act, or statute.
5. Client, and not the Advisor, shall pay all margin, brokerage and floor commissions and fees, and other transaction costs and expenses charged and incurred by the FCM and its agents in connection with the Account.
6. All transactions effected for the Account by the Advisor shall be for the Client’s Account and risk. The Advisor has made and makes no guarantee whatsoever as to the success or profitability of the Advisor’s trading methods and strategies, and Client acknowledges that Client has received no such guarantee from the Advisor or any of its employees, affiliates, or agents and has not entered into this Agreement in consideration of or in reliance upon any such guarantee or similar representation from the Advisor or any of its employees, affiliates, or agents.
7. Neither the Advisor nor its employees, affiliates, or agents shall be liable to Client or to any other party, except that the Advisor shall be liable to Client for acts by its employees, affiliates, or agents which constitute gross negligence, willful malfeasance, or fraud. Client shall indemnify, hold harmless, and defend the Advisor and its employees, affiliates, and agents from and against any liability, loss, cost, and expense, including attorneys’ fees that any of them may become subject to in acting as contemplated under this Agreement, or in connection with any transaction for the Account, or in connection with Client’s failure to pay any Incentive Fees to the Advisor, or in connection with investigating or defending any such liability, loss, cost, or expense covered by this indemnity.

8. (A) As compensation for the services to be rendered by the Advisor pursuant to this Agreement, and for so long as this Agreement is in force and effect, Client shall pay to the Advisor a monthly management fee of .166% and a monthly incentive fee equal to 25% of New Net Profits. This fee shall be calculated and billed as follows:

Management Fee. A monthly Management Fee of .166 percent of Net Asset Value of the account at the month-end (.166 percent 2% per Annum). Net Asset Value shall be adjusted to include any withdrawal of funds from the account in the last calendar month-end. The Management Fee shall be calculated before any Incentive Fee is subtracted from the account and shall be due regardless of whether any profits were achieved that month.

Incentive Fee. The monthly Incentive Fee, which is calculated and paid monthly, shall be taken as a percentage of New Net Profits. New Net Profits shall be computed using the formula: (1) the net of realized profit and loss during the period, including interest income, plus (2) the change in net unrealized profit and loss on open positions during the period, minus (a) all brokerage commissions, transaction fees and other fees and charges paid or accrued during the period and (b) cumulative net loss, if any, carried over from previous periods. Cumulative net loss shall be computed by totaling all net profit in each month in which there was such loss, provided that the full cumulative net loss shall not be carried over where a withdrawal has occurred. Instead a portion of the loss (calculated by dividing the withdrawn amount by the total under management and multiplying the result by the cumulative net loss) attributable to the withdrawn amount shall first be subtracted from the cumulative net loss.

If the Account does not have New Net Profits in a given month, no Incentive Fee shall be due to the Advisor unless and until the Account experiences New Net Profits in a subsequent month. The amount of any Incentive Fee paid shall not be affected by subsequent losses experienced in the Client's Account except insofar as any cumulative net loss must be recovered before additional Incentive Fees shall be owed.

- (B) The term "Net Asset Value" of the Account shall mean the net assets in the Account (that is, total assets less total liabilities), including interest income and unrealized profit and loss on open commodity interest positions.
- (C) If this Agreement shall be terminated on the date other than at the end of a month, Incentive Fees shall be calculated as if such termination date were the end of the month. Client shall be billed for Incentive Fees accrued to the date of such termination and Client's obligation to pay future fees shall terminate. Client shall not be entitled to a refund of any Incentive Fees paid or accrued to the date of the termination of this Agreement.
- (D) Following the end of each month, the Advisor shall send to Client a statement for Incentive Fees That are due and owing the Advisor. A statement shall be deemed sent to Client upon the Advisor sending a facsimile or electronic mail or depositing such statement in the United States mail in a first-class, postage pre-paid envelope addressed to Client and shall be deemed delivered to Client personally whether actually received or not. A statement shall be deemed correct and shall be conclusive and binding on the Client unless a written or verbal objection from Client has been received by the Advisor within ten business days after the statement has been mailed by the Advisor. If no written or verbal objection to a statement has been received by the Advisor within the prescribed time, the Advisor shall present the statement to the FCM for full payment by it within five business days. Client shall authorize the FCM to transfer to the Advisor such Incentive Fees from the Account within the prescribed time upon receipt of a statement for such fees from the Advisor.

9. Client hereby authorizes and directs the FCM to send to the Advisor a copy of the monthly account statements with respect to the Account, which are sent to Client, and the FCM is similarly authorized and directed to provide the Advisor with copies of all confirmations, purchase and sale statements and other documents relating to the Account.
10. This Agreement shall become effective only after it has been signed by all parties. This Agreement is continuing one and shall remain in full force and effect until terminated by written notice of either party to the other party as provided herein. This Agreement may be terminated by Client, or in the event of Client's death, incompetency, incapacity, disability, bankruptcy, dissolution, liquidation or insolvency, by the Client's legal representative ("Termination Event"), by giving written notice of a Termination Event to the Advisor, which notice shall be deemed effective upon the Advisor's actual receipt of such notice. The Advisor may terminate this Agreement by giving written notice of termination to Client, which notice shall be deemed effective upon the Advisor's depositing such notice in the United States mail in a first-class, postage pre-paid envelope addressed to Client. Any such notice of termination given by Client or the Advisor shall have no effect upon liabilities and commitments initiated, made, or accrued prior to the effective date of such termination.
11. In the event that, at the close of business on any business day, the total equity in the Account is 50% or less than the equity at the time the Account opened, the Advisor may, at its discretion, liquidate open positions in the Account. Further, the Advisor may exercise its discretion to close the Account or seek further instruction from Client with respect to termination of, or the infusion of additional funds into, the Account. Client understands that, due to market conditions, there can be no assurance that the account can be closed at 50% of its initial value.
12. All notices to either party shall be in writing. All notices to the Advisor shall be sent to the Advisor at the address appearing at the beginning of this Agreement. All notices and statements to Client shall be sent to Client at the address appearing at the end of this agreement. Either party from time to time may designate in writing any other address to which notices, statements, and communications to such party may be sent.
13. This Agreement may not be assigned by either party without prior express written consent of the other party.
14. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other agreement, verbal or otherwise, shall be binding as between the parties unless it is in writing and signed by the party against whom enforcement is sought.
15. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed by the parties. No amendment or waiver of any provision of this Agreement may be implied from any course of dealing between the parties or from the failure of either party to assert his or its rights under this Agreement on any occasion or series of occasions.
16. If any provision of this Agreement is, or at any time shall become, inconsistent with any present or future law, rule, regulation, or ruling of any jurisdiction, court or regulatory body, exchange, or board having jurisdiction, such provision shall be deemed rescinded or modified to conform to such law, rule, regulation, or ruling and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
17. This Agreement shall be deemed to have been made under, and shall be governed by and construed and enforced in accordance with, the law of the State of California, U.S.A. (excluding the law thereof which requires the application of or reference to the law of any other jurisdiction).
18. The parties agree that any action or proceeding arising, directly, indirectly, or otherwise in connection with, out of, related to, or from this Agreement, any breach hereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the County of El Dorado, State of California, U.S.A. The parties further agree that any action or proceeding

brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with this Agreement shall be commenced by such party exclusively in the federal or state courts, or if appropriate, before an arbitral body, located within the County of El Dorado, State of California, U.S.A.

19. If more than one person is signing this Agreement as Client, each undertaking herein shall be a joint and several undertaking of all such persons, and the foregoing grant of power of attorney and authority to the Advisor shall be a joint and several grant by all such persons. Actions of any one Client pursuant to this Agreement shall bind all such Clients unless indicated below. An Account in joint names creates a joint tenancy with right of survivorship and not tenancy in common.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 20____.

CLIENT SIGNATURE(S): _____

CLIENT PRINTED NAME(S): _____

ADDRESS _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

FCM _____

INTRODUCING BROKER _____

INITIAL SIZE OF ASSET ALLOCATION(S)

Premium Stock Index Program (PSIP) \$ _____ Account # _____

Balanced Volatility Program (BVP) \$ _____ Account # _____

CRESCENT BAY CAPITAL MANAGEMENT, INC.

David Bedford, President

DATE: _____

CRESCENT BAY CAPITAL MANAGEMENT, INC.

1020 Suncastr Lane, Suite #101
El Dorado Hills, CA 95762
Telephone: (916) 358-3818
Fax: (916) 358-3819

ARBITRATION AGREEMENT

The undersigned client(s) ("Client") hereby agrees that any controversy between Client and CRESCENT BAY CAPITAL MANAGEMENT, INC. ("CBCM") or any of its employees, affiliates, or agents, or its or their respective successors or assigns (hereinafter referred to as "affiliated persons") arising directly, indirectly, or otherwise in connection with, out of, related to, or form Client's accounts with CBCM, transactions between Client and CBCM, or any of its affiliated persons, or the Client Agreement and Trading Authorization, Authorization to Pay Fees, or any other document or agreement now or hereafter existing that relates to Client's account with CBCM or any breach of any of them or any transactions effected pursuant to them shall, except as provided below, be resolved by binding arbitration before a forum chosen in accordance with the following procedure. At such time as Client notifies Crescent Bay Capital or any of its affiliated persons that Client intends to submit a controversy to arbitration or at such time as Crescent Bay Capital or any of its affiliated persons notifies Client that CBCM or any of its affiliated persons intends to submit a controversy to arbitration, Client shall have the opportunity to choose a forum from a list of two or more qualified forums provided by CBCM. A "qualified forum" is an organization whose procedures for conducting arbitrations comply with the requirements of the United States Commodity Trading Commission ("CFTC") Regulation Section 180.2. The National Futures Association will be one of the forums offered.

As required by CFTC Regulation Section 180.3, CBCM or any of its affiliated persons who is a party to any controversy arbitrated pursuant to this Arbitration Agreement shall pay any incremental fees which may be assessed by a qualified forum or provision of a mixed arbitration panel, unless the arbitrator(s) hearing the controversy shall determine that Client has acted in based faith in initiating or conducting the arbitration. A "mixed arbitration panel" is an arbitration panel composed of one or more persons, a majority of whom are not members of a contract market or employed by or otherwise associated with a member of a contract market and are not otherwise associated with a contract market.

Any award rendered in any arbitration conducted pursuant to this Arbitration Agreement shall be final and binding on and enforceable against Client in accordance with the substantive law of the State of California, U.S.A., and judgment may be entered on any such award by any court having jurisdiction thereof.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISISON (CFTC), AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

TH CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CLIENT, INCLUDING THT ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CLIENT INDIFIDUALLY EXAMIN THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONCENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW: AND (2) ARE AGREEING TO BE BOUND BY ARBITRASTION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR THE ADVISOR OR ANY OF ITS AFFILIATED PERSONS MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITURE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF THE ADVISOR OR ANY OF ITS AFFILIATED PERSONS INTENDS

TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH THE ADVISOR. SEE 17 CFR 180.1-180.5.

CLIENT SIGNATURE(S):

CLIENT PRINTED NAME(S):

ADDRESS

DATE

CRESCENT BAY CAPITAL MANAGEMENT, INC.

1020 Suncastr Lane, Suite #101

El Dorado Hills, CA 95762

Telephone: (916) 358-3818

Fax: (916) 358-3819

AUTHORIZATION TO PAY FEES

The undersigned client ("Client") hereby authorizes the futures commission merchant named below ("FCM") to deduct from Client's futures account with the FCM and remit directly to CRESCENT BAY CAPITAL MANAGEMENT, INC. (the "Advisor") the fee amount determined by the Advisor, upon receipt by the FCM of written invoice from the Advisor.

Client acknowledges Client's ongoing responsibility to review regularly all client account records and statements from the FCM and from the Advisor since such records will be conclusive and binding on Client unless a prompt written and/or verbal objection from Client is received by the FCM or the Advisor, as the case may be.

CLIENT SIGNATURE(S):

CLIENT PRINTED NAME(S):

ADDRESS

TELEPHONE

FAX

E-MAIL

DATE

FCM

INTRODUCING BROKER

ACCOUNT NUMBER

CRESCENT BAY CAPITAL MANAGEMENT, INC.

1020 Suncastr Lane, Suite #101

El Dorado Hills, CA 95762

Telephone: (916) 358-3818

Fax: (916) 358-3819

CLIENT AUTHORIZATION FOR GIVE-UP ORDERS

The undersigned Client(s) authorizes Crescent Bay Capital Management to execute orders on behalf of the Client's account on a "give-up" basis. Crescent Bay Capital Management shall have the authority to designate the FCM or Floor Broker who will act as Executing Broker for trades entered into the market on behalf of the Client's account. The Executing Broker will "give up" the orders to the Client's Clearing Broker, for the Client's account held at the Clearing Broker. The Clearing Broker will be acting as the carrying broker and will carry these positions. The Client understands that the Executing Broker will charge fees for give-up orders to the Clearing Broker. The Client agrees that in some cases the Clearing Broker will have to be reimbursed by the Client's account held at the Clearing Broker. The Client authorizes Crescent Bay Capital Management to enter into all arrangements on the Client's behalf, which are necessary or appropriate in the judgment of Crescent Bay Capital Management to carry out the obligations of Crescent Bay Capital Management in setting up and executing the "give-up" order process. The Client authorizes Crescent Bay Capital Management to negotiate any such agreements up to, but not in excess of, "give-up" charges amounting to \$1.00 per side. The Client must approve any charges in excess of this amount.

CLIENT SIGNATURE(S): _____

CLIENT PRINTED NAME(S): _____

DATE: _____

CRESCENT BAY CAPITAL MANAGEMENT, INC.

1020 Suncastr Lane, Suite #101

El Dorado Hills, CA 95762

Telephone: (916) 358-3818

Fax: (916) 358-3819

CLIENT STATEMENT OF INFORMATION

The following confidential financial information is needed to open your account. Joint or Partnership clients must provide combined financial information.

- 1. Annual Income (US Dollars)
 - Over \$100,000
 - Less than \$100,000

- 2. Net Worth (excluding equity in home)
 - Over \$100,000
 - Less than \$100,000

- 3. Liquid Net Worth
 - Over \$100,000
 - Less than \$100,000

- 4. Have you ever declared bankruptcy?
 - No
 - Yes (provide copy of Discharge)

- 5. Investment Experience:
 - Stocks/Bonds Yes No
 - Funds Yes No
 - Commodities Yes No
 - Options Yes No

- 6. Do you understand:
 - Futures Trading Yes No
 - Options Trading Yes No
 - Risk of Loss Yes No
 - Margin Policy Yes No

CLIENT SIGNATURE(S): x_____ x_____

CLIENT PRINTED NAME(S): _____

DATE: _____

ADVISOR'S SIGNATURE CONFIRMATION: x_____

DATE: _____

CRESCENT BAY CAPITAL MANAGEMENT, INC.
1020 Suncoast Lane, Suite #101
El Dorado Hills, CA 95762
Telephone: (916) 358-3818
Fax: (916) 358-3819

**** (THIS FORM FOR NOTIONALLY FUNDED ACCOUNTS ONLY) ****

NOTIONAL FUNDS NOTIFICATION & AUTHORIZATION
(Required in order to initiate or change the Notional Amount)

This Agreement is made by and between **Crescent Bay Capital Management, Inc.**, the Advisor, and the Client whose name and signature is below. Client has agreed to notionally fund a portion, or all, of its trading account with the Advisor.

The Client hereby understands and agrees as follows:

New Notional Amount. The New Notional Amount shall be \$_____ (USD). Client hereby requests that its trading account be traded as if the Account Equity is equal to the actual Account Equity (which includes funds deposited or withdrawn as well as account profits and losses and Committed Funds) *plus* the Notional Amount.

Effective the date executed by the Client and signed below:

CLIENT SIGNATURE(S): _____

CLIENT PRINTED NAME(S): _____

DATE _____

INTRODUCING BROKER _____

ACCOUNT NUMBER(S) _____

ADVISOR'S SIGNATURE CONFIRMATION _____

(THIS FORM FOR NOTIONALLY FUNDED ACCOUNTS ONLY)