



GWN Marketing, Inc.
11440 N. Jog Road
Palm Beach Gardens, FL 33418

561-472-2700
866-650-0132
fax 561-472-2777

457 ACCOUNT AGREEMENT

CLIENT INFORMATION:

SSN: _____
Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone #: _____ Business Phone #: _____ Birth date: _____

ACCOUNT INFORMATION

My initial investment is a salary reduction to be payroll deducted.
 My initial investment is a transfer of funds from another 457
GWN Marketing Inc. account. I have completed the appropriate
transfer paperwork
 Other (Describe:) _____

Notice of revocations must be delivered or mailed to:
GWN Marketing Inc.
11440 N Jog Road
Palm Beach Gardens, FL 33418-3764

Custodian: Chesapeake Trust Co.

Investment Selection:

Advisory Service:	
Model Name:	
Fund Company and Share Class:	

[Empty box for investment selection details]

Broker Dealer: GWN Securities Advisor Name Keith Noel Advisor Number 1630396

BENEFICIARY(IES) DESIGNATION

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____	Birth Date: _____
	Address: _____	Relationship: _____	Share % _____
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____	Birth Date: _____
	Address: _____	Relationship: _____	Share % _____
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____	Birth Date: _____
	Address: _____	Relationship: _____	Share % _____
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____	Birth Date: _____
	Address: _____	Relationship: _____	Share % _____

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal (or in the specified shares, if indicated). If the Primary or Contingent Beneficiary box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated).

CONSENT OF SPOUSE

I consent to the above Beneficiary Designation.

Signature of Spouse: _____

Date: _____

(Note: Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.)

Disclaimer for Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore the Custodian disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.

FEES

Custodian shall collect a quarterly fee equal to a percentage of the market value of all assets held within the Custodial Account on the last business day of the quarter or upon withdrawal from the Custodial Account prior to quarter end. See the 457 Custodial Account Agreement for a complete schedule of fees and charges. The Custodian may pay all or a portion of the Custodial fee to an agent performing administrative duties on behalf of the Custodian.

In the event the participant has selected an Investment Advisory Service offered by GWN Securities, Inc., the quarterly administration fee shall include the fee for the Custodian as well as the appropriate fee for the Investment Advisory Service selected. See the Investment Advisory Agreement for a complete schedule of fees and charges.

The minimum account is \$2,000.00

Any such fees from a GWN sponsored Custodial Account shall be collected by the Custodian from the amount of any contribution or transfer, from available cash of the account, or from the liquidation of such assets held in account as are necessary to pay such fees in full. The Custodian is authorized to redeem or liquidate sufficient assets to pay any of the foregoing items.

DISCLOSURE PURSUANT TO RULE 206(4)-3 UNDER THE INVESTMENT ADVISOR ACT OF 1940

The undersigned hereby acknowledges that they have entered into a 'Consulting Fee Schedule'. The individual named on the Consulting Fee Schedule acts on behalf of GWN's investment advisory services. The named individual has a financial interest in the selection of the investment advisor in that the solicitor may receive up to (85%) of the fees payable by the client, a portion of which are payable for investment advisory services provided by GWN. The named individual is a registered representative of GWN Securities Inc. Any individual who is also a registered representative has a financial interest in the selection of

broker/dealer in that the named individual may receive compensation on investments made through that broker/dealer. By signing this agreement the undersigned hereby acknowledges receipt of this Disclosure Statement and GWN Securities, Inc.'s current Compliance Statement pursuant to Rules 206(4)-2 and 204-3, respectively, of the Advisors Act.

CLIENT SIGNATURE AND ACCEPTANCE

Under penalties of perjury, I certify that the above information (including my social security number) is correct. I hereby agree to participate in the 457 Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the plan document under which this 457 Retirement Account is established, a copy of this Adoption Agreement, and a copy of the Disclosure Statement with respect to this 457 Retirement Account. I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution. If I named a beneficiary as a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

X _____
Participant Signature Date

By: _____
GWN Marketing Inc., Agent for Colonial Bank N.A. Custodian

Investment Advisory Acceptance:

This agreement is to provide investment advisory services between GWN Securities, Inc (the advisory) and Participant named below and shall be in full force and effect upon acceptance by the advisor in its administrative office at 11440 N Jog Road, Palm Beach Gardens, FL 33418 The advisory will mail written acknowledgement of acceptance to Participant and the agreement shall remain in full force and effect until termination by either party.

X _____
Participant Signature Date



GWN Marketing, Inc
 11440 N Jog Road
 Palm Beach Gardens, FL 33418

561-472-2750
 866-650-0132
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Complete only if transferring from another account

Customer Account Transfer Form

Account Information

Client Name: _____ Client SSN: _____

Type of account transferring to: _____

Type of account transferring from:

- Traditional IRA SEP IRA Roth IRA 403b Simple IRA
 IRA Beneficiary Distribution Roth IRA Beneficiary 457 Qualified Other: _____

Account to be transferred

Please include a copy of a recent statement. Complete a separate form for each account/ to be transferred.

Name of firm holding account: _____ Account Number: _____

Name of present Custodian: _____

Delivering Firm Address: _____

City: _____ State: _____ Zip: _____

Transfer instruction:

- Transfer entire account in-kind
 Liquidate and transfer the entire account balance
 Partial Transfer: Transfer only the securities listed below.

Delivery Instruction:

Mail all proceeds to: (Do Not Withhold Any Taxes from Proceeds)
 Employee Remittance account
 Colonial Bank
 PO Box 568828
 Orlando, FL 32856-8828

Name of Security	Account number	Shares/Amount	Type of transfer	
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate
			<input type="checkbox"/> in-Kind	<input type="checkbox"/> Liquidate

I understand that if this transfer is occurring during or after the calendar year during which I attain the age of 70 1/2, the required minimum amount determined under this plan is still required to be distributed.

I further understand that the current Trustee/Custodian is not responsible for making this distribution prior to the transfer. I accept full responsibility for satisfying the required minimum distribution applicable to this plan by withdrawing sufficient amounts from another plan prior to the deadline for receiving minimum distributions for the calendar year of the transfer.

If this transfer leaves the transferor in one year but does not reach the transferee until the following year, I understand that this will be an "outstanding transfer" as of December 31st. The new account must "deem" that the transfer was received as of the prior December 31st for determining any required minimum distribution from the transferee account for the year that the transfer was received. I will inform the transferee Trustee/Custodian of any such outstanding transfer.

I authorize the liquidation of the account(s) specified in Section 3, in the amount(s) indicated, and the transfer/rollover of all proceeds to Chesapeake as successor custodian/trustee. For 403(b) accounts, it is my intention to affect a tax-free exchange to my 403(b) account. I authorize the liquidation of the account(s) specified in the above section in the amount(s) indicated, and the rollover/transfer or conversion of all proceeds to Chesapeake. I certify that I am eligible to convert any amount designated as a conversion from a non-Roth IRA to a Roth IRA. I understand that a conversion is a taxable event, and authorize the present custodian to withhold taxes as indicated in Section 5. If I am converting a Chesapeake IRA to a Chesapeake Roth IRA, I instruct and understand that all elections and designations (e.g., investments, beneficiaries, etc.) made under the existing Chesapeake IRA shall remain in effect upon conversion and any contingent deferred sales charge (CDSC) will be transferred pro-rata to the new Roth IRA.

Client Signature _____ Date _____

Name of Signature Guarantor (Ask your present custodian or trustee if a signature guarantee or any additional paper work is required to complete transfer)

Signature Guarantee

Chesapeake accepts its appointment as custodian for the above referenced retirement account and requests these assets on accordance with the agreement between the client and the Successor Custodian.