

FORM CAA

CLIENT ACCOUNT AGREEMENT

A. DEFINITIONS: For purposes of this Agreement "securities or other property," includes, but is not limited to, monies, securities, and financial instruments of every kind and all related contracts and options whether for present or future delivery. "You" means the client, joint client, or entity that has signed the Client Account Agreement. "We," "us" or "WMS" means Wedbush Morgan Securities Inc., its successors and assigns. "Market" and "Exchange" includes any electronic trading system or network.

B. All transactions under this Agreement are subject to the constitution, interpretations, usage, rules, regulations, and customs of the exchanges, markets, and clearing or depository facilities where we are members, and to all applicable government acts, statutes, rules, and interpretations, either currently in effect or enacted in the future. When any court or body of competent jurisdiction issues a final decision or interpretation affecting (or inconsistent with) the provisions of this Agreement, those provisions shall be considered correspondingly superseded or amended. All other provisions of this Agreement shall continue in full force and effect.

C. LIEN: You authorize us to use all securities or other property we hold on your behalf as security for the payment of any liability in your account, even if the securities and other property secure an existing advance, and regardless of the number of accounts you have with us.

D. LIQUIDATION: Notwithstanding other provisions, we can close your account at our discretion in whole or in part whenever we consider it necessary for our protection. The following events are a default, entitling us, at our discretion, to close your account: (a) if you are judicially declared incompetent, or die, (b) if you file a petition in bankruptcy or a receiver is appointed against any one or more of you, (c) if an attachment is levied against one or more of your accounts, or (d) if we determine in our discretion, regardless of market quotations, that the collateral deposited to protect your account is not adequate to properly secure the account. If any of these events occurs, we may sell any or all of the securities or other property we or our agents hold on your behalf, or we may "buy in" securities or other property short in your account, or terminate any commitment made on your behalf by canceling outstanding orders, on any exchange or market, public auction or private sale, at our discretion without prior notice to you, and without prior tender, demand or call of any kind upon you or your agents or personal representatives. We may, but are not obligated to, purchase the whole or any part of your short position free from any right of redemption or we may transfer the whole or any part to you. You shall remain liable for any deficiency. A prior tender, demand, call of any kind, or prior notice by us of the time and place of such sale or purchase will not constitute a waiver of our right to sell securities or other property in our possession or control, or to buy securities or other property owed to us by you.

E. REPRESENTATIONS AS TO SECURITIES TRANSACTIONS: You agree to designate each sell order as either "long" or "short" and we will identify all such sell

orders on our records as either long or short as you designate. Any order that you designate as "long" will be for securities you own, and if we or our agents do not hold such securities in your account, you represent by placing such order you will deliver the securities by settlement date. If we are unable to deliver the securities to the buyer or buyer's agent because the shares are subject to transfer restrictions or otherwise not in good deliverable form, you authorize us, at our discretion, to borrow or to "buy in" such securities or other property in order to make delivery. You agree to be fully responsible for all losses and expenses we may sustain because we are unable to borrow or buy in such securities or other property. All securities transactions executed in your behalf shall be on an agency basis, unless otherwise disclosed by formal confirmation or other writing. Transaction reports concerning the execution of your orders and account statements shall be conclusive if not objected to promptly in writing.

F. PAYMENT OF INDEBTEDNESS UPON DEMAND: You agree to discharge your obligations to us on demand. If we or you close any of your accounts in whole or in part, you agree to pay any deficiency and to reimburse us for any costs incurred in collecting such amounts, including reasonable attorney's fees.

G. INTEREST CHARGES: Debit balances (other than debit balances in unsettled trades) in your cash accounts shall be charged compounded interest in accordance with our usual custom, detailed in our current disclosure statement (Form DS below), which you acknowledge receiving.

H. EXECUTION OF ORDERS: All orders you place for the purchase or sale of securities or other property may be executed on any exchange or market we select.

I. RIGHT TO TRANSFER MONIES AND SECURITIES: All transactions in your accounts shall be deemed to be in one account even though such transactions may be segregated on our records into separate accounts, either individually or jointly with others. At any time, we may, without notice to you, apply and transfer any or all of your monies, securities, and/or other property interchangeably between any of your accounts (other than a regulated commodity account).

J. CONTROL AND RESTRICTED SECURITIES: You grant us irrevocable power to execute stock powers and to execute and file Form 144 on your behalf for any securities held in your account which are subject to the resale restrictions of Rule 144 under the Securities Act of 1933.

K. IMPARTIAL LOTTERY ALLOCATION SYSTEM: Whenever we or our agents hold securities on your behalf which are callable in part and which are registered in street name or in bearer form, you agree to participate in an impartial lottery system for the called securities pursuant to New York Stock Exchange rules.

L. PRESUMPTION OF RECEIPT OF COMMUNICATIONS: We may send communications to you at the address indicated in our records and all such

communications, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to you personally whether you actually received them or not. You agree to notify us promptly of any change of address.

M. LAWS OF THE STATE OF CALIFORNIA: The provisions of this Agreement shall be interpreted according to the laws of the State of California, and the rights and liabilities of the parties shall be governed by the laws of the State of California. California courts shall have jurisdiction to decide any matter arising in connection with this Agreement.

N. ATTORNEY'S FEES: You agree to pay reasonable attorney's fees incurred by us in any claim adjudicated against you. You consent to jurisdiction in California and venue in the county and city of Los Angeles in any disputes between you and us.

O. OBLIGATIONS CONTINUOUS: The provisions of this Agreement are continuous to all accounts, individually and collectively, that you may open with us and will pass to the benefit of our successors and assignees and shall be binding on you or your estate, administrators, executors, personal representatives, successors, heirs, and assigns.

P. REPRESENTATION AS TO CAPACITY TO ENTER INTO AGREEMENT: You represent that you are of legal age. Unless otherwise specifically disclosed in writing, you represent that you are not an employee of any of the following: an exchange, an exchange member, a corporation in which an exchange is a majority shareholder, a member corporation registered on any exchange, bank, or any entity or individual engaged in the business of dealing, either as a broker or a dealer, in securities, commercial paper, or bonds. You represent that no one except yourself has an interest in your account(s) unless such interest is revealed in the title of the account.

Q. JOINT AND SEVERAL LIABILITY: If your account title consists of more than one individual, the obligations under this Agreement shall be joint and several.

R. DISCLOSURE OF FINANCIAL INFORMATION: You acknowledge that we may make an investigation for information relative to your character, reputation, and credit worthiness, and that you have the right to make a written request within a reasonable time for complete disclosure of information obtained by this investigation. We do not disclose any non-public personal information about our clients or former clients to anyone, except as permitted by law.

S. ACCURACY OF INFORMATION: You represent that all the information you have furnished to us is true and accurate, and you agree to notify us if this information requires amendment or supplement. You agree to advise us promptly of any material changes in your financial situation, needs, experience, or investment objectives.

T. EXTRAORDINARY EVENTS: We are not liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control.

U. OTHER REMUNERATION: We will receive remuneration in the form of cash, order swapping or other reciprocal arrangements for directing orders to specific brokers and dealers or to market centers for execution. Such remuneration is considered compensation to us. The source and amount of such remuneration, if any, will be furnished to you upon written request. All orders received are directed to whatever source will offer customers the best execution at the prevailing best bid or offer. Market orders are subject to price improvement opportunities.

V. HEADINGS: The headings of each provision of this Agreement are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

W. MODIFICATIONS OR AMENDMENTS TO AGREEMENT: Except as otherwise expressly provided, no provision of this Agreement may be waived, altered, modified or amended except in writing and signed by an authorized officer of WMS.

X. ARBITRATION: The following general provisions apply to all arbitrations under this Agreement:

(A) Arbitration is final and binding on the parties.

(B) The parties are waiving their right to seek remedies in court, including the right to jury trial.

(C) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(D) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the Securities Industry.

Y. Quarterly Account Maintenance Fee: Accountholders will be charged a quarterly maintenance fee of \$12, to be assessed on the last day of the last month of each quarter (September, December, March, and June). This fee will be waived for accounts that maintain an average daily account balance of \$5,000.00 or place at least 2 commissionable trades in the last 6 months.

You agree, and by carrying an account for you, we agree that all controversies which may arise between you and us or any of our officers, employees or agents concerning any transaction or the construction, performance or breach of this or any other agreement between you and us, shall be determined by arbitration in accordance with the rules, then in effect, of The National Association of Securities Dealers, The New York Stock Exchange or any other exchange or forum of which we are a member, as you may elect. If you do not make such election by certified mail sent to our main office within ten (10) days after the receipt of notification from us requesting such an election, then you authorize us to make such election on your behalf. Furthermore, you and we agree and acknowledge that controversies

which are the subject of an alleged class action or a certified class action shall not be brought to arbitration under this Agreement, unless: (i) the class certification is denied; (ii) the class is decertified; or (iii) the class person who is a party to this Agreement subsequently is excluded from the class by the court or has voluntarily withdrawn from the class.