

Partnership Agreement

To : Wedbush Morgan Securities

In consideration of your carrying an account for the partnership of which the undersigned are general partners, the undersigned (hereinafter referred to as the "partners") jointly and severally agree as follows:

1. All transactions for the account of the partnership are subject to the terms and conditions of your Client Agreement, executed concurrently, and to all other existing agreements between you and the partnership and/or partners, and each of these agreements is incorporated by reference.

2. Each of the General Partners shall have authority on behalf of the partnership (a) to buy and sell securities on margin or otherwise (including short sales), (b) to receive demands, notices, confirmations, reports, statements of account and communications and other property and to dispose of the same, (d) to pledge securities, and other property and to endorse securities and to guarantee signatures, (e) to execute agreements relating to the foregoing matters and to terminate, modify or waive any of the provisions thereof, and (f) generally to deal with you on behalf of the partnership without notice to the other partner or partners. Each of the partners is authorized on behalf of the partnership to delegate, by written instrument, to any other person the power, on behalf of the partnership , (a) to buy and sell securities on margin or otherwise (including short sales) and to settle such transactions, and/or (b) to receive or withdraw money, securities, and other property and to dispose of the same, and any partner is authorized to revoke such delegation of authority by means of written notice thereof to you delivered to you at the office where the partners' account is carried.

3. For the purpose of securing performance of the obligations of the partnership, you shall have a general lien upon all monies, securities, and other property belonging to the partnership and/or partners, which may at any time be in your possession or under your control for any purpose, including safekeeping.

4. In the event of the dissolution of the partnership (by death or retirement of a partner or for any other reason) the surviving or remaining partners will immediately give you written notice thereof delivered to you at the office where the partners' account is carried and you are authorized before or after receipt of such notice, to take such proceeding, require such papers, retain such property and /or restrict transactions in said account as you may deem advisable to protect you against any liability, penalty, or loss under any present or future laws or otherwise.

5. The partners represent that the members of the partnership are as follows: *Attach a separate piece of paper listing additional partners*

6. Subject to the provisions of Paragraph 2 hereof, you are directed to send all demands, notices, confirmations, reports, statements of account, and other communications for the partners in respect to the partnership account to:

Name of partnership _____, Street address _____ City _____
State _____ or at such other address as may be designated by one of the partners in writing delivered to you at the office where the partner's account is carried.

All General Partners must sign this agreement

