

CREDITPLUS ACCOUNT APPLICATION

This Application Booklet contains five documents:

- Form A Creditplus Account Application**
- Form B Correspondent Broker Customer Margin Agreement**
- Form C Disclosure Statement – Facts about your Borrowing Costs
and Other Matters**
- Form D Creditplus Account Agreement**
- Form E Bank Signature Cards**

Please print or type, except where signature is required. If application is for a joint account, the joint applicant(s) must also sign all enclosed documents

A copy of this Application and all disclosure documents should be retained by the applicant.

To: _____
(NAME OF SECURITIES FIRM)

CREDITPLUS ACCOUNT APPLICATION

OFFICE/IE CODE: _____

ACCOUNT NUMBER: _____ - _____

ACCOUNT INFORMATION

1. APPLICANT NAME (FIRST, MIDDLE, LAST)	SOCIAL SECURITY NUMBER/TIN
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2. JOINT APPLICANT NAME (FIRST, MIDDLE, LAST)	SOCIAL SECURITY NUMBER/TIN
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APPLICANT(S) ADDRESS	:	CITY	STATE	ZIP
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APPLICANT REQUESTS VISA GOLD CARD (CIRCLE ONE)	YES	NO
IF YES, COMPLETE THE FOLLOWING SECURITY INFORMATION: MAIDEN NAME OF APPLICANT'S MOTHER: _____		

AGREEMENT AND SIGNATURE: The applicant is applying for the Creditplus Check and, if requested above, Visa Card services pursuant to the Special Financial Services arranged by us through our clearing agent, Wedbush Morgan Securities, in connection with the applicant's securities account maintained by our clearing agent under the Correspondent Broker Clearing Agreement between the applicant's Correspondent Broker which acts upon instructions from the applicant and the clearing agent which acts as a securities processing and clearing agent for the applicant's Correspondent Broker. The Special Financial Services are to be processed in a Special Account and are made available through an arrangement between the clearing agent and Cortland Financial Group as the processor of the special services (the "Processor"). The applicant understands and agrees that Creditplus Check and Card transactions on behalf of the applicant will be paid by the clearing agent to the Processor and will be charged (debited) to the applicant's securities account at the clearing agent in accordance with the provisions of the Creditplus Account Agreement. **ANY USE OF CREDITPLUS CHECKS OR CARDS WILL MEAN THE APPLICANT AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT AND ANY OTHER CREDITPLUS ACCOUNT PROGRAM AGREEMENT.**

The applicant requests that any Creditplus Card issued to the applicant be validated so that the applicant can use it to make financial transactions electronically. Whenever a Creditplus Card of the applicant's is used with an Automated Teller Machine so that electronic transmissions are involved, such instructions received electronically shall be treated as if they were in writing and signed by the applicant.

The applicant authorizes the Processor or its agents to make the credit inquiries considered necessary to process the applicant's Creditplus Account Application, to conduct a credit review, and to collect any amounts due in connection with Creditplus Card and Check transactions. The applicant understands that if the Creditplus Account Application is approved, the applicant will receive a Special Financial Services Agreement further governing the use of services in the Special Account.

For Joint Applicants: The applicants agree that this Creditplus Account Application is made by both of the applicants, and if it is approved, its terms will apply to both of the applicants and the applicants will be jointly and individually liable for all amounts due from the applicants. The applicants understand that both of the applicants will be bound by instructions given by either of the applicants regarding Creditplus Check and Card transactions.

BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS APPLICATION AND THE CREDIT PLUS ACCOUNT AGREEMENT.

CUSTOMER SIGNATURE – IF ENTITY ACCOUNT
PLEASE SIGN IN CAPACITY (TEE, PRESIDENT, ETC)

DATE

JOINT CUSTOMER SIGNATURE (IF JOINT ACCOUNT
BOTH MUST SIGN)

DATE

ACCEPTANCE AND SIGNATURE GUARANTEE BY: (For Broker/Dealer Use Only)	Date
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CUSTOMER MARGIN ACCOUNT AGREEMENT (AGREEMENT)

I.E. Code	Account Number

To:

(Name of Securities Firm)

Relative to maintaining a margin account with you through the facilities of your correspondent clearing agent (the "Clearing Agent") whereupon the Clearing Agent may extend credit to the undersigned, the undersigned understands and concurs with the provisions of this Agreement.

1. **CORRESPONDENT ARRANGEMENT:** Under a correspondent arrangement, the undersigned's margin account is to be carried, cleared and maintained by your Clearing Agent pursuant to a written agreement between you and the Clearing Agent, which provides, in part, that the undersigned will continue to be your customer and not the customer of the Clearing Agent. Credit may be extended by the Clearing Agent to the undersigned in accordance with this Agreement.
2. **DISCLOSURE STATEMENT:** The undersigned acknowledges receipt of the current Disclosure Statement concurrently furnished with this Agreement. This Agreement is expressly made in reference to the disclosures set forth in such statement.
3. **APPLICABLE RULES AND REGULATIONS:** All transactions under this Agreement shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and its clearing and depository facilities, where executed, to all governmental acts and statutes and applicable rules and regulations made thereunder, and to all applicable judicial and administrative decisions or interpretations. Whenever any statute shall be enacted, or any rule or regulation shall be prescribed or promulgated by any exchange or association of which you or your Clearing Agent is a member, the Securities and Exchange Commission, the Commodities Futures Trading Commission or the Board of Governors of the Federal Reserve System, or whenever any final decision or interpretation shall be issued by any court or administrative body of competent jurisdiction which shall affect in a manner or be inconsistent with any of the provisions of this Agreement, those provisions shall be deemed modified or superseded, as the case may be, by such act, statute, rule, regulation, decision or interpretation. All other provisions of this Agreement and the provisions as so modified or as so superseded shall in all respects continue and be in full force and effect.
4. **DEFINITION:** For purposes of this Agreement "securities or other property," as used herein shall include, but not be limited to monies, securities, financial instruments and commodities of every kind and nature, and all contracts and options relating thereto, whether for present or future delivery. The "undersigned" shall mean the customer or joint customer, as applicable.
5. **LIEN:** All securities or other property which you, your Clearing Agent or your other agents or agents of your Clearing Agent may at any time be carrying or maintaining for the undersigned or which may at any time be in you or your Clearing Agent's possession or control for any purpose, including safekeeping, shall be held as security for the payment of any liability of the undersigned to your Clearing Agent irrespective of whether advances have been made in connection with such securities or other property, and irrespective of the number of accounts the undersigned may have with you or your Clearing Agent.
6. **PLEDGES OF SECURITIES OR OTHER PROPERTY:** All securities or other property, presently or in the future, carried or maintained by the Clearing Agent for the undersigned (either individually, or jointly with others), may be held in the Clearing Agent's name or the name of any nominee and may from time to time and without notice to the undersigned, be carried in general loans and may be pledged, re-pledged, hypothecated, or re-hypothecated, or loaned either to the Clearing Agent or to others, separately or in common with other securities or other property, for any amount due in the accounts of the undersigned or for any greater amount, and without retaining possession or control for delivery a like amount of similar securities or other property. After receipt of demand for delivery and the undersigned becoming entitled to delivery, the Clearing Agent shall have a reasonable time to ship securities, or other property from Los Angeles, California, or from any other place where such may be located, to the place where such are to be delivered to the undersigned.
7. **MAINTENANCE MARGIN REQUIREMENTS:** The undersigned shall at all times maintain acceptable collateral in the form of securities or other property in sufficient amounts as may be required by the Clearing Agent from time to time for the Clearing Agent's protection or to meet the requirements of various regulatory bodies ("maintenance margin"). The amount of maintenance margin required by the Clearing Agent may vary depending on the type of collateral (stocks, corporate bonds, municipal and government bonds, etc.) in the account and/or on the quantity of such collateral in terms of high concentration factors and/or illiquid trading markets for such collateral. The undersigned understands that although the Clearing Agent does not limit the factors which may require additional collateral, factors such as market fluctuations, unusual or volatile market conditions, high concentrations, precipitous market declines, illiquid trading markets, quality of collateral or the overall credit standing of the account shall be considered. Notwithstanding the foregoing, additional collateral may be required in the Clearing Agent's discretion. The undersigned further acknowledges and agrees that in the event a maintenance margin deficiency exists the Clearing Agent may liquidate (but the Clearing Agent shall not be required to do so) all or any part of the collateral in the account. The Clearing Agent may liquidate the collateral as the Clearing Agent, in its discretion, shall deem appropriate in view of the prevailing market conditions at such time. Such action by the Clearing Agent to liquidate all or any part of the collateral, whether in a single transaction or in a series of transactions of the same or of different collateral, could result in a deficit for which the undersigned shall remain liable to the Clearing Agent.

THE UNDERSIGNED CLEARLY UNDERSTANDS THAT, NOTWITHSTANDING ANY GENERAL POLICY TO GIVE NOTICE OF A MAINTENANCE MARGIN DEFICIENCY, THERE IS NO OBLIGATION TO REQUEST ADDITIONAL MARGIN IN THE EVENT THE UNDERSIGNED'S ACCOUNT FALLS BELOW THE MINIMUM MARGIN REQUIREMENTS. MORE IMPORTANTLY, THERE MAY WELL BE CIRCUMSTANCES WHERE THE CLEARING AGENT MAY LIQUIDATE SECURITIES AND OTHER PROPERTY IN THE ACCOUNT OF THE UNDERSIGNED WITHOUT NOTICE TO THE UNDERSIGNED IN ORDER TO SATISFY THE CLEARING AGENT'S MAINTENANCE REQUIREMENTS.

8. **LIQUIDATION:** NOTWITHSTANDING OTHER PROVISIONS, THE CLEARING AGENT IS AUTHORIZED AT ITS DISCRETION TO CLOSE THE ACCOUNT IN WHOLE OR IN PART WHENEVER THE CLEARING AGENT CONSIDERS IT NECESSARY FOR ITS PROTECTION. IN ADDITION, THE OCCURRENCE OF EITHER OF THE FOLLOWING EVENTS SHALL BE CONSIDERED A DEFAULT BY THE UNDERSIGNED ENTITLING THE CLEARING AGENT, IN ITS DISCRETION, TO CLOSE THE ACCOUNT: (A) ONE OR MORE OF THE UNDERSIGNED BE JUDICIALLY DECLARED INCOMPETENT OR DIES, OR A PETITION IN BANKRUPTCY OR FOR THE APPOINTMENT OF A RECEIVER BY OR AGAINST ONE OR MORE OF THE UNDERSIGNED IS FILED, OR AN ATTACHMENT IS LEVIED AGAINST ONE OR MORE OF THE UNDERSIGNED'S ACCOUNTS; OR (B) THE COLLATERAL DEPOSITED TO PROTECT THE UNDERSIGNED'S ACCOUNT IS DETERMINED BY THE CLEARING AGENT IN ITS DISCRETION, AND REGARDLESS OF MARKET QUOTATIONS, TO BE INADEQUATE TO PROPERLY SECURE THE ACCOUNT. IN CONNECTION THEREWITH, THE CLEARING AGENT MAY SELL ANY OR ALL OF THE SECURITIES OR OTHER PROPERTY WHICH MAY BE IN ITS POSSESSION OR CONTROL, OR WHICH MAY BE CARRIED OR MAINTAINED BY THE CLEARING AGENT OR ITS AGENTS FOR THE UNDERSIGNED, OR THE CLEARING AGENT

MAY "BUY IN" ANY SECURITIES OR OTHER PROPERTY OF WHICH THE ACCOUNT OR ACCOUNTS OF THE UNDERSIGNED MAY BE SHORT, OR CANCEL ANY OUTSTANDING ORDERS SO AS TO TERMINATE ANY COMMITMENT MADE IN BEHALF OF THE UNDERSIGNED. SUCH SALE, PURCHASE OR CANCELLATION MAY BE MADE ACCORDING TO THE CLEARING AGENT'S JUDGEMENT AND BE MADE, AT ITS DISCRETION, ON ANY EXCHANGE OR OTHER MARKET WHERE SUCH BUSINESS IS CUSTOMARILY TRANSACTED, OR AT PUBLIC AUCTION OR AT PRIVATE SALE, WITHOUT ADVERTISING THE SAME AND WITHOUT NOTICE TO THE UNDERSIGNED OR TO THE PERSONAL REPRESENTATIVES OF THE UNDERSIGNED, AND WITHOUT PRIOR TENDER, DEMAND OR CALL OF ANY KIND UPON THE UNDERSIGNED OR UPON THE PERSONAL REPRESENTATIVES OF THE UNDERSIGNED. THE CLEARING AGENT MAY (BUT SHALL NOT BE OBLIGATED TO) PURCHASE THE WHOLE OR ANY PART THEREOF FREE FROM ANY RIGHT OF REDEMPTION OR THE CLEARING AGENT MAY TRANSFER THE WHOLE OR ANY PART THEREOF OR THE RIGHTS THERETO TO THE UNDERSIGNED; AND, IN ANY SUCH EVENT, THE UNDERSIGNED SHALL REMAIN LIABLE FOR ANY DEFICIENCY. IT IS UNDERSTOOD THAT A PRIOR TENDER, DEMAND, CALL OF ANY KIND, OR PRIOR NOTICE FROM THE CLEARING AGENT OF THE TIME AND PLACE OF SUCH SALE OR PURCHASE SHALL NOT BE CONSIDERED A WAIVER OF THE CLEARING AGENT'S RIGHT TO SELL OR BUY ANY SECURITIES OR OTHER PROPERTY IN ITS POSSESSION OR CONTROL OR OWED THE CLEARING AGENT BY THE UNDERSIGNED, AT ANY TIME WITHOUT PRIOR TENDER, DEMAND, CALL OR NOTICE.

9. **PAYMENT OF INDEBTEDNESS UPON DEMAND:** The undersigned undertakes upon demand, to discharge the undersigned's obligations to the Clearing Agent, or, in the event of a closing of any account of the undersigned in whole or in part by the Clearing Agent or the undersigned, to pay the deficiency, if any, and the undersigned agrees to reimburse the Clearing Agent for any costs or expenses incurred in collecting such amounts, including reasonable attorney's fees.
10. **EXECUTION OF ORDERS:** All orders given by the undersigned for the purchase or sale of securities or other property, which may be traded on more than one exchange or market, may be executed on any exchange or market.
11. **RIGHT TO TRANSFER MONIES AND SECURITIES:** All transactions for or in connection with the undersigned's account shall be deemed to be included in a single account notwithstanding the fact that such transactions may be segregated on the Clearing Agent's records into separate account, either severally or jointly with others. At any time and from time to time, the Clearing Agent may without notice to the undersigned apply and transfer any or all monies, securities, and/or other property of the undersigned interchangeably between any accounts of the undersigned other than from or to a related commodity account.
12. **INTEREST CHARGES:** Debit balances in the account of the undersigned shall be charged with interest in accordance with the Clearing Agent's usual custom, and as permitted by the laws of the State of California, and with such other charges as may be made to cover the Clearing Agent's facilities and extra services. It is understood and agreed that the interest charge made to the undersigned's account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest. There may be an administrative fee charged to the undersigned's account in the form of an interest rate increase of not more than one-half of one percent which will be determined by you and paid directly to you by the Clearing Agent. It is further understood and agreed that the rate of interest charged may be changed by the Clearing Agent from time to time, and without notice, based on money market conditions and other factors, and that the procedures employed by the Clearing Agent in charging and computing interest are as set forth in the current Disclosure Statement which has been delivered to the undersigned, or in any subsequent Disclosure Statement which the Clearing Agent may send the undersigned.
13. **REPRESENTATION AS TO SECURITIES TRANSACTIONS:** When entering a sell order, the undersigned shall designate it as either a "long sale" or "short sale" and hereby authorizes that all such sell orders be properly identified on the records as either long sales or short sales. Any sell order which the undersigned shall designate as being a long sale shall be for securities then owned by the undersigned, and if such securities are not presently held by the Clearing Agent or its agents in the account of the undersigned, the placing of such sell order shall constitute a representation that the undersigned shall deliver such securities forthwith. Further, in cases involving the sale of securities or other property by the undersigned, which results in the Clearing Agent's inability to deliver such to the purchaser or purchaser's agent due to failure by the undersigned to effect the delivery of such sold securities or other property in good deliverable form subject to no transfer restrictions, the undersigned authorizes the Clearing Agent, at its discretion, to borrow or to "buy in" such securities or other property in order to effect delivery. The undersigned agrees to be fully responsible for all losses and added expenses which the Clearing Agent may sustain by reason of its inability to borrow or as a result of buying in such securities or other losses and expenses which the Clearing Agent may sustain by reason of its inability to borrow or as a result of buying in such securities or other property. All securities transactions executed in behalf of the undersigned shall be on an agency basis, unless otherwise disclosed by formal trade notification or other writing that a specific transaction shall have been on a dealer basis. Transaction reports concerning the execution of orders and account statements of the undersigned shall be conclusive if not objected to in writing promptly.
14. **PRESUMPTION OF RECEIPT OF COMMUNICATIONS:** Communications may be sent to the undersigned at the address indicated in the Clearing Agent's records from time to time, and all communications so sent, whether by mail, telegram, messenger or otherwise shall be deemed given to the undersigned personally, whether actually received or not.
15. **LAWS OF THE STATE OF CALIFORNIA:** The provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the State of California.
16. **SEPARABILITY:** If any provision of this Agreement is determined to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement
17. **OBLIGATIONS CONTINUOUS:** The provisions of this Agreement shall be continuous and cover individually and collectively all accounts maintained by the Clearing Agent, which the undersigned may open or reopen and shall inure to the benefit of the Clearing Agent, its successors and assignees and shall be binding upon the undersigned and/or the estate, heirs, executors, personal representatives, administrators and assignees of the undersigned.
18. **REPRESENTATIONS AS TO CAPACITY TO ENTER INTO AGREEMENT:** The undersigned, if an individual, represents that the undersigned is of legal age, and, unless otherwise specifically disclosed in writing herewith, that the undersigned is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper. The undersigned further represents that no one except the undersigned has an interest in the account or accounts of the undersigned maintained by the Clearing Agent, and that the undersigned shall cause notification to the Clearing Agent in writing of any change.
19. **JOINT AND SEVERAL LIABILITY:** If the undersigned consists of more than one individual, the obligations under this Agreement shall be joint and several.

20. **DISCLOSURE OF FINANCIAL INFORMATION:** The undersigned understands in connection with this Agreement an investigation may be made whereby information is obtained relative to the undersigned's character, general reputation, and credit worthiness, and that the undersigned has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this investigation
21. **EXTRAORDINARY EVENTS:** The Clearing Agent shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond the Clearing Agent's control.
22. **CONTROL AND RESTRICTED SECURITIES:** In connection with any securities subject to resale limitations under Rule 144 or Rule 145 of the Securities Act of 1933, as amended (the "Act"), held by the Clearing Agent or its agents on behalf of the undersigned, the undersigned grants unto the Clearing Agent irrevocable power to execute stock powers, and to execute and file Form 144 and other applicable documents as required by the Act on behalf of the undersigned.
23. **MODIFICATIONS AND AMENDMENTS TO AGREEMENT:** Except as herein otherwise expressly provided, no provision of this Agreement may be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and signed by a duly authorized officer as designated by the Clearing Agent.
24. **HEADINGS:** The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.
25. **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.**

THE UNDERSIGNED AGREES, AND BY CARRYING AN ACCOUNT FOR THE UNDERSIGNED, YOU AND THE CLEARING AGENT AGREE THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN THE UNDERSIGNED AND YOU AND/OR THE CLEARING AGENT CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED, AND YOU AND/OR THE CLEARING AGENT, 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 THE CLEARING AGENT IS A MEMBER, AS THE UNDERSIGNED MAY ELECT. IF THE UNDERSIGNED DOES NOT MAKE SUCH ELECTION BY REGISTERED MAIL ADDRESSED TO YOU OR THE CLEARING AGENT AT ITS MAIN OFFICE WITHIN TEN (10) DAYS AFTER RECEIPT OF NOTIFICATION FROM YOU OR THE CLEARING AGENT REQUESTING SUCH ELECTION, THEN THE UNDERSIGNED AUTHORIZES YOU OR THE CLEARING AGENT TO MAKE SUCH ELECTION.

FURTHERMORE, YOU, THE CLEARING AGENT AND THE UNDERSIGNED 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.

26. **LOAN CONSENT:** THE CLEARING AGENT IS HEREBY AUTHORIZED TO LEND, EITHER SEPARATELY OR WITH OTHER SECURITIES, TO EITHER THE CLEARING AGENT AS BROKERS OR TO OTHERS, SECURITIES HELD BY THE CLEARING AGENT ON MARGIN ON BEHALF OF THE UNDERSIGNED. IN CERTAIN CIRCUMSTANCES, SUCH LOANS MAY LIMIT, IN WHOLE OR IN PART, YOUR ABILITY TO EXERCISE VOTING AND OTHER RIGHTS OF OWNERSHIP WITH RESPECT TO THE LOANED OR PLEDGED SECURITIES. DIVIDENDS PAID ON THESE LOANED OR PLEDGED SECURITIES MAY BE PAID IN LIEU OF DIVIDENDS THAT MAY NOT QUALIFY AS DIVIDEND INCOME.
- **THE UNDERSIGNED ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONTAINS A PREDISPUTE ARBITRATION PROVISION UNDER PARAGRAPH 25 ABOVE, AND A LOAN CONSENT AGREEMENT PROVISION UNDER PARAGRAPH 26 ABOVE.**
 - **THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT A COPY OF THIS AGREEMENT AND THE "DISCLOSURE STATEMENT – FACTS ABOUT YOUR BORROWING COSTS AND OTHER MATTERS" HAS BEEN FURNISHED TO THE UNDERSIGNED.**
 - **I HAVE RECEIVED A SEPARATE MARGIN RISKS DISCLOSURE STATEMENT CONCURRENT WITH THIS AGREEMENT.**

Customer	_____	_____	_____
	(print name)	(signature)	(date)
Joint Customer	_____	_____	_____
	(print name)	(signature)	(date)
Correspondent Broker Signature Guarantee	_____	_____	_____
	(print name)	(signature)	(date)

(If this is a Joint Account both Customer and Joint Customer must sign)
 (If this is an Entity Account, please sign in capacity – Trustee, President, etc.)

DISCLOSURE STATEMENT-FACTS ABOUT YOUR BORROWING COSTS AND OTHER MATTERS

1. **INTEREST POLICY:** Your account will be charged on any credit extended to or maintained for you by our Clearing Agent. The annual rate of interest will vary in relation to the size of your daily net debit balance and the prime rate in effect from time to time. The term "prime rate" means the current prime rate as correctly published in the Pacific Edition of the Wall Street Journal. The actual interest rate charged will not exceed the maximum rate of 2 ½% above the prime rate. Since the actual rates of interest charged are related to the prime rate, any changes in the prime rate may result in corresponding changes without notice in the actual rates charged. There may be an administrative fee charged to you, in the form of an interest rate increase of not more than one-half of one percent which will be determined by us and paid directly to us by the Clearing Agent. Please call your broker for the actual rates currently in effect.
2. **METHOD OF COMPUTING INTEREST:** Your account will be charged interest using a 365 day per year factor on the daily net debit balance in your combined account types. Each day your settled money balances in each account type will be combined in determining your daily net debit balance. A daily net debit balance results whenever the total of combined debit balances exceeds the total of combined free credit balances. For purposes of this calculation, free credit balances exclude credit balances in short accounts, and the sales proceeds included in settled balances from transactions in cash accounts involving non-negotiable long positions, technical short positions and uncovered option positions. Short account credit balances are disregarded because the securities sold by you are not available for delivery and collection of the sales proceeds resulting from short sales. Sales proceeds included in settled balances from the other described sales transactions in cash accounts are disregarded because such credit items are not available to our Clearing Agent, until the related securities sold are rendered deliverable. Although the interest charge is calculated daily, it is generally posted once a month and compounded monthly. Interest charges are summarized on your monthly account statement. The summary uses a weighted average of the daily net debit balance (weighted average balance) and an imputed average interest rate for the period shown. The summary is determined by dividing the total amount of the interest charge (calculated on a daily basis using the actual daily net debit balance and the applicable interest rate) by the product of the weighted average balance multiplied by the number of calendar days the account had a daily net debit balance divided by 365 days. A copy of the daily calculation is available upon written request.
3. **INTEREST CREDIT POLICY:** Your account will be paid interest by our Clearing Agent (unless not permitted by state law) on qualified free credit balances left on deposit for investment or reinvestment purposes only. Unless you advise otherwise, our Clearing Agent will continue to rely on this representation for credit interest. There may be an administrative fee charged to you, in the form of an interest rate decrease of not more than one-half of one percent which will be determined by us and paid directly to us by the Clearing Agent. Monthly interest amounting to under \$6.00 will not be paid. The Clearing Agent's interest participation policy is non-discriminating, uniform and fair. A free credit balance represents funds payable to you upon demand (including checks deposited pending satisfactory clearance) which, although properly accounted for on the books and records, are not segregated and may be used in the conduct of the firm's business, including the financing of customers' securities purchased on margin (subject to the limitations of Section 240.15c3-3 of the Securities Exchange Act of 1934). You have a right to receive, in the course of normal business operations, upon demand, the delivery of: (a) any free credit balance to which you are entitled; (b) any fully paid security to which you are entitled; and (c) any security purchased on margin upon full payment of any indebtedness.
4. **PREPAYMENTS:** Prepaid amounts (i.e. instances where the proceeds from sales transactions are paid to you prior to each respective settlement date) are recorded as debit entries in your account on the date of each prepayment. Such prepayments are included in the money balances when calculating daily net debit balances.
5. **LIENS & ADDITIONAL COLLATERAL:** With respect to all your accounts (either individual or joint with others) carried or maintained by our Clearing Agent containing securities, or other property which has been deposited for any purpose, including safekeeping, our Clearing Agent as pledgee has a general lien on all such property for the discharge of all your obligations to the Clearing Agent, regardless of origin or the number of accounts you may have with such Clearing Agent. The Clearing Agent may require you to deposit additional collateral in accordance with the rules and regulations of various governmental and self-regulatory organizations having jurisdiction over the Clearing Agent. The Clearing Agent also may (but shall have no obligation to) require you to deposit additional collateral as the Clearing Agent, in its sole discretion, determines is needed as additional security for your obligations.
6. **MARKING-TO-THE-MARKET:** All short positions in your short account will be "marked to the market", which means that the money balance maintained in the short account will be adjusted from time to time to reflect any changes in the market value of the short securities. The opposite side of such adjustments will be reflected in your margin account balance, thus increasing or decreasing the money balance in the margin account, which is the amount used in computing your interest charge. For example, if you are short 1000 shares of XYZ against a credit balance in your short account of \$50,000, and XYZ falls to \$40 per share, the credit balance in your short account will be reduced by \$10,000 and a corresponding \$10,000 credit adjustment will be made in your margin account, thereby decreasing the amount subject to interest by \$10,000.
7. **DIVIDEND AND INTEREST PAYMENTS:** When you select the payment option, dividends and interest (including other similar distributions) generally will be distributed to you on a monthly basis.
8. **CLEARING AGENT'S PRIVACY POLICY:** The Clearing Agent collects "nonpublic personal information" from us. This information may be used by them in order to provide the services outlined in the "Letter of Understanding" you signed upon establishing your account with us. On our behalf, they may also submit and collect nonpublic and public information about you to or from consumer and industry reporting agencies. This information may relate to transactions and other activities with us or with others. The Clearing Agent may disclose any information when they believe it necessary to conduct their business, or where disclosure is required by law. The Clearing Agent will not sell any information about you. The Clearing Agent maintains physical and electronic safeguards to protect your nonpublic and public personal information in its possession.
9. **PRE-DISPUTE ARBITRATION AGREEMENT: 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.

BY SIGNING THE "ACCOUNT AGREEMENT, TAXPAYER CERTIFICATION AND BENEFICIAL OWNERSHIP ELECTION" FORM (THE "AGREEMENT") YOU AGREE, AND BY ESTABLISHING AN ACCOUNT FOR YOU, WE AND OUR CLEARING FIRM AGREE THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN YOU AND OUR FIRM AND/OR OUR CLEARING AGENT (OR ANY OF OUR/THEIR OFFICERS, EMPLOYEES OR AGENTS OR ASSIGNEES) CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN YOU AND OUR FIRM AND/OR OUR CLEARING AGENT, 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 OUR FIRM AND/OR OUR CLEARING AGENT IS A MEMBER, AS YOU MAY ELECT. IF YOU DO NOT MAKE SUCH ELECTION BY REGISTERED MAIL SENT TO OUR FIRM AT ITS MAIN OFFICE WITHIN TEN (10) DAYS AFTER THE RECEIPT OF NOTIFICATION FROM OUR FIRM AND/OR OUR CLEARING AGENT REQUESTING SUCH AN ELECTION, THEN YOU AUTHORIZE US TO MAKE SUCH ELECTION ON YOUR BEHALF.

FURTHERMORE, YOU AGREE AND ACKNOWLEDGE, AND OUR FIRM AND OUR CLEARING AGENT AGREE AND ACKNOWLEDGE THAT ANY 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.

CREDITPLUS® ACCOUNT AGREEMENT

I.E. Code	Account Number

1. General

The undersigned understands and agrees to the provisions of this Agreement as stated herein. This Agreement shall be binding upon both the undersigned's successors and assigns. If there is more than one owner of the account, then the obligations under this Agreement shall be joint and several. As used in this Agreement, the singular shall include the plural number if the account has more than one owner.

2. Creditplus Account

The Creditplus® Account is a program which links a general securities account ("Securities Account"), with a Special Financial Services Account ("Special Account"), in which Creditplus® check and debit card transactions may be processed under an arrangement between us, our clearing agent, and the Special Account processing agent (the "Processor"). Before Special Financial Services can be provided to the Creditplus® Account, the Processor must accept your Creditplus® Account Application. Creditplus® check and/or debit card transactions will be charged (debited) to your Securities Account when the Processor presents the transactions for payment.

3. Correspondent Arrangement

We, as a correspondent broker, have entered into a contractual agreement with Wedbush Morgan Securities, Inc. ("clearing agent") to act as a clearing agent for us. This contractual arrangement between us and clearing agent, in which clearing agent will provide cashiering services; monitoring compliance of credit according to applicable rules, regulations and policies; prepare and mail trade notifications and periodic account statements; and provide for the dissemination of proxy, tender offer and other similar shareholder materials. In addition, clearing agent may provide, upon our specific instructions, order execution and/or certificate clearance. Clearing agent will not be involved with nor have responsibility for decisions or instructions regarding transactions in your account.

We, as the correspondent broker and broker/dealer of record, shall continue to be responsible for all activities in your account, including Creditplus activity. The entry of orders and any instructions regarding the deposit or withdrawal of funds, securities, or other property shall be transmitted to us. Under this arrangement, you remain a customer of ours, and any inquiries, or claims you may have shall be directed to us and not the clearing agent.

4. Special Account

The principal characteristics and operational functions of the Special Account are:

4.1 You may write Creditplus® checks ("checks") through the Special Account. Checks may be for any amount, unless minimum amounts have been established, up to the value of available funds in the Creditplus® Account ("Creditplus® Value") and may be expense coded at your option.

If you have requested, the Special Account may also be used to process Creditplus® card ("card") transactions. You or persons authorized by you may use the card to pay for purchases or to receive cash advances (including cash advances through certain Automated Teller Machines where available) generally for any amount up to the Creditplus® Value. The Processor may place limits on the amount of cash advances processed through the Special Account.

Generally, the aggregate amount available for all check and card transactions in the Special Account is limited to the Creditplus® Value.

4.2 The Creditplus® Value is the sum of the Securities Account Liquidity Value, less the sum of the total amount of checks presented for collection in the Special Account but not yet posted to your Securities Account and less the total of card transactions approved in advance in the Special Account but not yet posted to your Securities Account.

4.3 The *Liquidity Value* (which includes a reduction for the minimum equity requirement of \$2000.00) in your Securities Account is the sum of any uninvested cash credit balance and the available margin loan value of securities; less the sum of any accrued but not posted interest expense and less the value of deposits represented by uncleared checks. We may impose a hold on cash withdrawals from the Securities Account when such withdrawals include amounts for checks pending clearance and collection deposited to the Securities account. We will calculate interest on such uncleared funds, however, from the date of the check deposit, if such check clears the subsequent collection process cycle. Since the Liquidity Value is dependent upon many variables, including the status of uncleared checks deposited and pending collection, it may fluctuate daily.

4.4 In most instances, where you or an authorized person uses the card to pay for merchandise, services, or to obtain a cash advance, you generally will be required to sign a transaction draft as evidence of the transaction. This transaction draft will be passed through the card processing clearing system to the card-clearing bank for payment from the Special Account. Check transactions require a similar clearing process. Unlike regular credit card account procedures, where invoices are sent monthly to card users, the Processor will make appropriate notification every banking business day of the amount of all card and check transactions cleared and paid by the Processor, and the Processor will be promptly reimbursed using funds available from the uninvested cash credit balance in your Securities Account. If such cash funds prove insufficient and a margin account is established, funds will be advanced to the Processor from the available margin loan value in your Securities Account. The amount of all such advance payments to the Processor will be margin loans and will be secured by securities in your Securities Account. Such margin loans to the undersigned will be charged compounded interest from the day payments are made to the processor at the same rate and in the same manner as the interest charged for other margin loans. You acknowledge receipt of our standard written explanation of margin interest charges as reflected in the Disclosure Statement-Facts About Your Borrowing Costs and Other Matters.

I.E. Code	Account Number

4.5 If the Securities Account sources of funds are insufficient to satisfy all charges owing in the Special Account, the card clearing bank may advance the balance of funds and charge such deficient amount to a "Loan Account" to be established for the benefit of your account. The card clearing bank will impose a finance charge on such amounts advanced in the Loan Account and will directly service such loan amounts in accordance with the provisions of the Special Financial Services Agreement you will receive with the issuance of cards under the Creditplus[®] Account program. All Loan Account payments and related statements and notices will be administered and serviced directly by the card clearing bank and not us, or our clearing agent.

5. Fees and Charges

We may impose a maintenance fee for the Creditplus[®] Account and may recover special charges incurred in connection with your check and card transactions. Any fees and special charges may be charged (debited) to your Securities Account, including charges for cost of checks, stop payments, or declined checks, and for photocopies of checks and card drafts.

6. Initial and Minimum Equity Requirements

Generally, an initial equity of \$5000.00 in either cash and/or securities in the Securities Account is required prior to approving a Creditplus[®] Account. We also, generally, require you to maintain a minimum equity of \$2000.00 in the Securities Account to continue using the Creditplus[®] Account. Therefore, a deduction of \$2000.00 from the Securities Account will automatically be made when calculating Liquidity Value.

7. Periodic Reports

Each month you will receive a transaction statement, listing all services, cash advances, and purchases of merchandise from use of the card and checks in the Special Account. The transaction statement will also show securities purchases or sales, and other securities related transactions in your Securities Account (whether on margin or a fully paid cash basis), interest, dividends, and Creditplus[®] fees, charges, or adjustments. The check-clearing bank will retain all checks processed through the Special Account, but you can obtain copies of checks and card transaction drafts upon specific request.

Loan Account proceeds received into the Securities Account will appear on the monthly transaction statement. The card-clearing bank will furnish you with a separate monthly Loan Account statement showing complete details of transactions, repayments and finance charges.

8. Interest on Cash Credit Balances

Interest is paid on cash credit balances left in the Securities Account for investment or reinvestment, unless advised otherwise. Interest will be credited to the Securities Account each month on both sales proceeds and funds deposited at a floating rate with periodic adjustments. Interest amounts of less than \$6.00 per month will not be credited to the Securities Account.

9. Specific Authority

You authorize us and our clearing agent to charge to (debit) your Securities Account for sufficient amounts to promptly pay for all check and card transactions by you or an authorized person in your Creditplus[®] Account, pursuant to the terms and conditions of this Agreement. You authorize us and our clearing agent access to your Loan Account when sources of funds in the Securities Account are insufficient to pay the Processor for check and card transactions in the Special Account.

10. Termination of the Creditplus[®] Account

You may terminate use of the Creditplus[®] Account services at any time by giving notice to us and by returning to us all unexpired cards issued to you in connection with the Creditplus[®] Account. We may terminate your use of the Creditplus[®] services at any time in our sole discretion. The Processor, the card clearing bank and the check clearing bank ("Creditplus[®] Agents") reserve the right to cancel your privileges in the Special Account pursuant to the provisions of this Agreement and the provisions of the Special Financial Services Agreement to be provided to you.

Upon termination of any or all financial services associated with the Creditplus[®] Account, whether by you, the Creditplus[®] Agents, or us, you shall remain liable for all unpaid check and card transactions, or other charges incurred in connection with the Creditplus[®] Account and shall return to us all unexpired Cards issued to you. For our protection, because of possible unknown pending Creditplus[®] card and check transactions not yet processed through the Special Account, we may retain possession or control over any funds, securities, or other property in your Securities Account for a reasonable period of time after termination of the Creditplus[®] Account.

11. Costs of Collection

You agree to pay reasonable costs and expenses of collection, including attorney's fees, for any unpaid balance in your Securities Account.

12. Separability

If any provision of this Agreement is determined to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement. We may change the terms or conditions of this Agreement by giving reasonable written notice, and such changed terms and conditions shall apply on the effective date stated in that notice.

I.E. Code	Account Number

13. California Law Governs

This agreement and its enforcement shall be governed by the laws of California, and the California Courts shall have the jurisdiction to decide any matters arising in connection with this Agreement.

14. Successors and Assigns

This Agreement will inure to the successor and assigns of us, our clearing agent, and of the Creditplus® Agents. This provision does not abrogate the termination rights of us, our clearing agent, or the Creditplus® Agents.

15. Authority of Trusts and Partnerships to Act

(Not Applicable To Individual Or Joint Accounts)

You have provided us with documents attesting to your authority to subscribe to the Creditplus® Account, which designates one or more persons to use the Creditplus® Account Special Financial Services, on your behalf. We, our clearing agent, and the Creditplus® Agents will rely on the authority you have granted and will act upon the instructions, checks, and card transaction drafts issued by the persons so designated, without liability therefor.

Until we and our Creditplus® Agents receive written notice of the revocation of the authority of any person to act on your behalf, delivered to our Main Office, we, our clearing agent, and our Creditplus® Agents shall be protected from any losses incurred because of the unauthorized use by such person of any of the services available under the Creditplus® Account program, including the checks and cards by such person or persons. In the event of the revocation of the authority of any person to act on your behalf, you agree to promptly return to us or our designated Creditplus® Agents the unexpired cards issued to such persons.

FOR INDIVIDUALS (INCLUDING JOINT ACCOUNTS)		
APPLICANT SIGNATURE	X	DATE
JOINT APPLICANT SIGNATURE	X	DATE

FOR TRUSTS AND PARTNERSHIPS ONLY		
APPLICANT	PRINT ACCOUNT TITLE	
BY AUTHORIZED PERSON	PRINT NAME AND TITLE	
	SIGNATURE	DATE
BY AUTHORIZED PERSON	PRINT NAME AND TITLE	
	SIGNATURE	DATE

FOR CORRESPONDENT BROKER ONLY		
SIGNATURE GUARANTEE BY	PRINT NAME	
	SIGNATURE	DATE

BANK SIGNATURE CARD

Creditplus Account

Date _____

COMPLETE NAMES EXACTLY THE SAME AS ON YOUR CREDITPLUS ACCOUNT APPLICATION. BOTH SIGNATURE CARDS SHOULD BE COMPLETED IDENTICALLY. IF THIS IS A JOINT ACCOUNT, THEN EITHER CAN SIGN THE CREDITPLUS CHECKS.

CREDITPLUS ACCOUNT TITLE (PLEASE PRINT OR TYPE)

New Account

Change to Existing Account

APPLICANT ACCOUNT NAME _____

JOINT APPLICANT NAME _____

SIGNATURE(S):

APPLICANT SIGNATURE _____

JOINT APPLICANT SIGNATURE _____

(For office use only)

I.E. CODE	ACCOUNT NUMBER
____	____ - ____

BANK SIGNATURE CARD

Creditplus Account

Date _____

COMPLETE NAMES EXACTLY THE SAME AS ON YOUR CREDITPLUS ACCOUNT APPLICATION. BOTH SIGNATURE CARDS SHOULD BE COMPLETED IDENTICALLY. IF THIS IS A JOINT ACCOUNT, THEN EITHER CAN SIGN THE CREDITPLUS CHECKS.

CREDITPLUS ACCOUNT TITLE (PLEASE PRINT OR TYPE)

New Account

Change to Existing Account

APPLICANT ACCOUNT NAME _____

JOINT APPLICANT NAME _____

SIGNATURE(S):

APPLICANT SIGNATURE _____

JOINT APPLICANT SIGNATURE _____

(For office use only)

I.E. CODE	ACCOUNT NUMBER
____	____ - ____