

CORRESPONDENT CUSTODIAL QUALIFIED PLAN ACCOUNT AGREEMENT

(Updated 3/17/04)

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
ASSETS OF THE CUSTODIAL ACCOUNT.....	1
POWERS, DUTIES AND OBLIGATIONS OF CUSTODIAN	2
CUSTODIAN'S COMPENSATION; TAXES AND EXPENSES	3
CUSTODIAL FEES	4
CORRESPONDENT ARRANGEMENT	5

UNLESS THE CONTEXT INDICATES OTHERWISE, CAPITALIZED TERMS ARE USED AS DEFINED IN THE PLAN DOCUMENT.

By signing the Adoption Agreement in connection with the Wedbush Morgan Securities ("Wedbush") Defined Contribution Money Purchase Pension and/or Profit Sharing Plan and Custodial Account (the "Plan"), the employer ("Employer") has entered into a custodial agreement ("Custodial Agreement") for establishing a Custodial Account on behalf of a Participant as herein set forth, with Wedbush as custodian (the "Custodian").

Section 1. ASSETS OF THE CUSTODIAL ACCOUNT:

1.1 Assets.

The assets of the Custodial Account may consist of Employer contributions and Participant rollovers and amounts transferred to the Custodial Account from other qualified plans pursuant to the Plan and the Adoption Agreement, plus any earnings or gains thereon and less any losses or distributions therefrom. The custodian shall accept contributions, rollovers and transfers only if they are in cash or in other property acceptable to the Custodian. **All assets of the Plan must be held by the Custodian or its agents.**

1.2 Custodial Account.

The Custodian shall establish and maintain a Custodial Account or Custodial Accounts for each Participant under the Plan as the Administrator shall direct, in which all Custodial Account transactions and all contributions made on behalf of a Participant shall be recorded and combined. Contributions may include: Employer Money Purchase Pension ("MPP") Plan contributions; Employer Profit Sharing ("PS") Plan contributions; Employer combination MPP Plan and PS Plan contributions; and Participant rollovers and transfers of assets. Notwithstanding the foregoing, the Employer may elect to maintain separate Custodial Accounts on behalf of each Participant when maintaining a combination Plan. Such election must be in writing and must specifically authorize the custodian to establish separate Custodial Accounts for each Plan selected by the Employer. The Employer understands by maintaining separate Custodial Accounts, that the Custodial Fees described under Section 4 hereafter shall apply to each Plan and each Custodial Account established under each Plan.

1.3 Vesting.

All assets in the Custodial Account(s) shall belong to the Participant in accordance with the schedule specified

Section 2. POWERS, DUTIES AND OBLIGATIONS OF CUSTODIAN:

2.1 No Investment Discretion.

The Custodian shall have no discretion to direct any investments in the Custodial Account and is authorized solely to make and hold investments only as directed pursuant to the

provisions of the Plan (including the Adoption Agreement).

2.2 Investment Directions.

Responsibility for directing the Custodian with respect to the investments in the Custodial Account shall be assigned to the Plan Administrator, the Participant, or any Investment Manager appointed by the Plan Administrator or the Participant as provided in the Plan (including the Adoption Agreement).

2.3 Uninvested Cash Balances

Under the Custodian's present policy, uninvested cash balances in any Custodial Account, pending investment or reinvestment, shall earn daily interest, credited and compounded monthly, at a rate which shall reflect short-term money rate factors and which may be adjusted by the Custodian at any time without prior notice. The Custodian does not project or guaranty future interest rates and may alter this policy and substitute it with a different interest policy in conformity with the plan upon 30 days written notice to the Plan Administrator.

2.4 Administrative Powers.

The Custodian may hold any securities acquired hereunder in the name of the Custodian without qualification or description or in the name of any nominee. Pursuant to instructions issued on behalf of the Participant, the Custodian shall have the following powers and authority with respect to the administration of each Custodial Account:

- (a) To invest and reinvest the assets of the Custodial Account without any duty to diversify and without regard to whether such investment is authorized by the laws of any jurisdiction for fiduciary investments.

- (b) To exercise or sell options, conversion privileges, or rights to subscribe for additional securities and to make payments therefore.
- (c) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfer or other changes affecting securities held by the Custodian.
- (d) To make, execute and deliver as Custodian any and all contracts, waivers, releases or other instruments in writing necessary or proper for the exercise of any of the foregoing powers.
- (e) To grant options to purchase securities held by the Custodian or to repurchase options previously granted with respect to securities held by the Custodian.

2.5 Shareholder Rights.

The Custodian shall exercise any rights of a shareholder (including voting rights) with respect to any securities held in the Custodial Account only in accordance with the instructions it receives on behalf of the Participant pursuant to any applicable rules of the Securities and Exchange Commission and the national securities exchanges of which the Custodian is a member.

2.6 Valuation.

The Plan Administrator shall value the assets of the Plan at fair market value as of the close of each Plan Year. For this purpose, the Custodian shall provide such information regarding asset values as may be available to it in the regular course of its business. If the Adoption Agreement authorizes individual participants to direct the investment of funds for their accounts, such accounts shall be accounted for separately by the Custodian. Such accounts may be charged with their proportionate share of any general expenses charged to the Plan or with their full share of any

expenses incurred directly or indirectly in connection with such accounts.

2.7 Records and Reports.

The Custodian shall keep accurate records of all contributions, receipts, investments, distributions, disbursements and all other transactions of the Custodial Account. The Plan Administrator shall maintain records establishing sub-accounts for contributions and rollovers, and if the Plan Administrator shall so direct, of amounts transferred from other qualified plans. Within 120 days from the close of each year (or after a distribution or transfer of a Participant's Custodial Account or upon the Custodian's resignation or removal), the Custodian shall file with the Participant and the Plan Administrator a written report (which may consist of copies of the Custodian's regularly issued account statements) reflecting all transactions affecting the Custodial Account for the period in question and including a statement of the assets in the Custodial Account and the fair market value of such assets if such fair market value is readily determinable. Unless a written statement of exceptions or objections to the report is filed on behalf of the Participant with the Custodian within 60 days after the mailing of the report, such report shall be deemed to have been approved, the Custodian shall be released from all liability to anyone with respect to all matters set forth in the report. No person other than a Participant or the Plan Administrator may require an accounting.

The Custodian shall prepare and file any returns concerning the Custodial Accounts as may be required of it under the Internal Revenue Code. However, under no circumstances shall the Custodian prepare or be responsible for the Preparation and/or filing of the

annual Form 5500 "Annual Return/Report of Employee Benefit Plan" on behalf of any Company which is a member of the Prototype Plan.

2.8 Right to Request Judicial Assistance.

The Custodian shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Custodian may, if it so elects, join in as a party defendant any other person or persons. The cost, including attorney's fees, of any such accounting shall be charged to the Employer Custodial Account as an administration expense of the Plan.

2.9 Scope of Custodian's Duties.

The Custodian shall only have the duties which are specifically set forth in the Plan. The custodian shall have no duty to ascertain whether contributions or distributions comply with the Plan or the Code. The Custodian shall not make any investments or dispose of any property held in the Custodian Account except upon instructions on behalf of the Participant or in accordance with Section 2.11 hereof. The Custodian shall not be required to question any such instructions or review any securities or other property held in the Custodial Account. Without limiting the generality of the foregoing:

- (a) The Custodian shall have no duty to question any instruction of the Plan Administrator, the Participant or any Investment Manager, or to review any of the assets held in the Custodial Account, or to make suggestions to the Employer, the Plan Administrator, the Participant or any Investment Manager about investment, and shall be under no

- duty to diversify or determine the prudence of any investment.
- (b) It is agreed that any advice concerning investments provided by the Custodian or its employees, or by any of its affiliates of their employees, shall not serve as a primary basis for any investment decision of the Employer, the Plan Administrator, any Participant, or any Investment manager;
 - (c) All contributions to, allocations under and distributions from the Custodial Account shall be in accordance with the terms of the Plan, but the Custodian shall have no duty to determine the propriety of any contribution, allocation or distribution and may rely solely on such instructions as it may receive from or on behalf of the Plan Administrator;
 - (d) The Custodian shall be fully protected in acting upon any oral conversations with, or any instrument, certificate or paper believed by it to be genuine and to be presented by, the properly identified person or persons. The custodian shall have no duty to investigate or inquire about any statement contained in any such conversation or writing but may accept it as accurate and true; and
 - (e) The Plan Administrator shall have sole authority to enforce this Custodial Agreement on behalf of any persons claiming any interest under it.

2.10 Scope of Custodian's Liability.

The Custodian shall not be liable for losses of any kind which may result (i) by reason of any action taken by it in accordance with the directions or instructions of the Plan Administrator or a Participant (including any investment Manager) or as otherwise required to be taken in accordance with the Plan, the Adoption Agreement or the Custodial

Account Agreement, or (ii) by reason of any failure to act due to the absence of such directions or instructions. The Custodian shall not in any way be liable for any inadequacy of funds to pay benefits under the Plan. Except as required by ERISA, the Custodian shall not be required to give bond or security for the performance of its duties. The Employer and, where the Custodian is following the instructions of another party (a Participant, the Plan Administrator or an Investment manager), such other Party to the instructions (as the case may be) shall at all times fully indemnify and save harmless the Custodian from any liability which may arise in connection with this Custodial Account, except liability arising from the gross negligence or willful misconduct of the Custodian. For purposes of this Section 2.10 "liability" shall include, without limitation, taxes, claims, damages, actions, suits, attorney's fees, expenses of litigation or preparation for threatened litigation, and any other charges. With respect to any transaction in which the Custodian is directed to engage, the Employer, the Plan Administrator and the person directing the transaction shall be responsible for making sure that the transaction does not violate any applicable provision of law or disqualify the Plan under the Code, and the Custodian shall have no such responsibility.

2.11 Liquidation of Assets.

If the Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses or taxes assessed against all or part of the Custodial Account, and the Custodian is not instructed as to the liquidation of such assets, the Custodian shall liquidate such assets as it, in its sole discretion, deems appropriate under the circumstances.

Section 3. CUSTODIAN'S COMPENSATION; TAXES AND EXPENSES:

The Custodian shall be compensated in accordance with the current posted fee schedule. The expenses specified below shall be charged to and paid from the Plan as a whole. Notwithstanding the foregoing, if separate accounts are maintained for Participants, the expenses allocable to a specific account shall be paid from the Employer Custodial account, and all accounts shall be charged proportionately for all other expenses. For this purpose, the determination of the value of such accounts shall be made by the Custodian and such determination shall be final and conclusive.

- (a) Any taxes levied or assessed upon or in respect of the Custodial Account or any assets in it and any transfer taxes incurred in connection with the investment and reinvestment of the assets of the Custodial Account;
- (b) All administrative expenses incurred by the Custodian in the performance of its duties (including, without limitation, the Custodian's fees, and any fees for legal services rendered to the Custodian or to the Employer in its capacity of Plan Administrator); and
- (c) All brokerage fees.
The Employer may pay or reimburse any expenses under paragraphs (a) and (b), above, pursuant to such procedures as the Custodian shall prescribe.

Section 4. CUSTODIAL FEES

:

4.1 Annual Maintenance Fee.

The annual maintenance fee for each Custodial Account established by an Employer under the plan shall be \$70 and for each additional Custodial account established for Participants shall be \$45.

4.2 Termination Fee.

The termination fee shall be \$50 for each Participant being terminated under the Plan.

4.3 Limited Partnership Fees.

A fee of \$15 shall be applied to the initial purchase of a Limited Partnership, and each calendar year thereafter an annual maintenance fee of \$25 may be applied to each open Limited Partnership position carried in the Custodial Account.

4.4 Changes To Fees.

The Custodian may change its schedule of fees upon 30 days written notice to the Employer, the Plan Administrator and the Participant.

Section 5. CORRESPONDENT ARRANGEMENT:

5.1 Correspondent Plan Construction.

The Plan is being made available to the adopting Employer for the benefit of the Participants as part of an existing correspondent arrangement pursuant to a Correspondent Broker Clearing Agreement between the Employer's Correspondent Broker, and the Custodian as processing and clearing agent for the custodial Account being established under this Plan according to this Custodial Agreement.

5.2 Correspondent Broker.

The Correspondent Broker means the broker or dealer entity which elects to provide its customers (including the Employer and its Participants) with the means of establishing a Custodial Account under the Plan on a correspondent basis pursuant to the Correspondent Broker Clearing Agreement between the Correspondent Broker and the Custodian.

5.3 Correspondent Broker Clearing Agreement.

The Correspondent Broker Clearing Agreement means the contractual arrangement between the Correspondent Broker and the Custodian for processing instructions and transactions in accounts which belong to customers serviced by the Correspondent Broker and which are carried and maintained by the Custodian in accordance with the provisions of the Correspondent Broker Clearing Agreement, including provisions stated herein. The Custodian shall provide order execution and certificate clearance on instructions from the Correspondent Broker. The Custodian, in addition, shall provide cashiering services; monitor compliance with applicable credit regulations such as Regulation T of the Federal Reserve Board; prepare and mail account records to the Participant; provide for the dissemination of proxy, tender offer, and other similar shareholder materials received by the Custodian on behalf of the Participant; and provide various books and records for the Correspondent Broker as required by applicable laws and regulations. The Custodian shall not be involved in or responsible for decisions or instructions regarding transactions in the Custodial Account of the Participants. The Correspondent Broker shall be responsible for all activities in the Custodial Account. The entry of orders and other Custodial Account instructions shall be transmitted through the Participant's Correspondent Broker, or where applicable by the Plan Administrator as provided by the Plan. Under this arrangement, the Participant is a customer (as defined under Rule 15c3-1 of the Securities Exchange Act of 1934, as amended) of the Correspondent Broker, and any inquiries or claims the Participant may have from time to time shall be directed to the Correspondent Broker.

5.4 Delegation to Correspondent Broker.

Notwithstanding any provisions to the contrary in this Custodial Agreement (whether stated or implied), any authorized person (including the Plan Administrator, Participant, Investment Manager, agent or beneficiary) who directs the investments or issues instructions for effecting transactions in the Plan through a Correspondent Broker operating under a Correspondent Broker Clearing Agreement with the Custodian shall be deemed to have delegated to such Correspondent Broker full authority and responsibility as an authorized agent for the transmission of investment instructions to the Custodian. The Custodian may rely on this correspondent relationship to accept and act upon investment instructions received from the Correspondent Broker and shall be under no duty or obligation to review or question any investment instructions directed by such Correspondent Broker respecting the Plan, and the Custodian may continue to rely on this correspondent relationship and authority until such is terminated by the Employer and a written notice of such termination is received by the Custodian. The Custodian shall not be liable in any manner for transactions initiated by the Correspondent Broker prior to the receipt of such termination notice.
