

To:

Clearing Agent – Wedbush Morgan Securities

# TRANSFER ON DEATH REGISTRATION FORM

*conforming to the laws of the State of California*

OFFICE/IE CODE: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ - \_\_\_\_\_

RELATIVE TO MAINTAINING A TRANSFER ON DEATH (“TOD”) SECURITIES ACCOUNT AT WITH YOU AND/OR YOUR CLEARING FIRM, THE UNDERSIGNED AGREES AS FOLLOWS:

**1. CREATION OF TRANSFER OF ACCOUNT(S) UPON DEATH.** I agree to open a Transfer on Death Securities Account, in accordance with California state statutes. Upon my death (or death of the last eligible survivor), you and/or your clearing agent will transfer all the assets in the account which are eligible for distribution to the beneficiaries listed below in accordance with the terms and conditions of this agreement.

### ACCOUNT INFORMATION

1. NAME(s):

RESIDENCE ADDRESS OF CUSTOMER:	CITY	STATE	ZIP
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### DESIGNATE BENEFICIARY(IES)

**2(a).** All persons named below shall be direct beneficiaries of the eligible securities in my account for the percentage shown, upon my death (or the death of the last eligible survivor). In the event that any of the designated beneficiaries predeceases the other and no contingent beneficiary is named for that person, then the remainder shall be distributed to my estate. If no percentages are designated, then the designated (or contingent) beneficiaries shall share the distribution equally.

BENEFICIARY’S NAME: (If beneficiary is a minor, you must designate a custodian below.)

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS OF BENEFICIARY	CITY	STATE	ZIP
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PERCENTAGE:

CUSTODIAN, state relationship:

BENEFICIARY’S NAME: (If beneficiary is a minor, you must designate a custodian below.)

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS OF BENEFICIARY	CITY	STATE	ZIP
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PERCENTAGE:

CUSTODIAN, state relationship:

BENEFICIARY’S NAME: (If beneficiary is a minor, you must designate a custodian below.)

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS OF BENEFICIARY	CITY	STATE	ZIP
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PERCENTAGE:

CUSTODIAN, state relationship:

BENEFICIARY’S NAME: (If beneficiary is a minor, you must designate a custodian below.)

SOCIAL SECURITY NUMBER:

RESIDENCE ADDRESS OF BENEFICIARY	CITY	STATE	ZIP
PERCENTAGE:			
CUSTODIAN, state relationship:			

**2(b) For married persons domiciled in the States of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin ONLY:**

**If my spouse is not a designated beneficiary named above, my spouse has signed below indicating that he/she has waived community property rights to the assets in this account after my death.**

**If this account is not a joint account, please complete the following.**

**I am currently    not married    married, and my spouse is not a part in this account.**

NAME OF SPOUSE (print):	SIGNATURE OF SPOUSE:
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**2(c). Contingent Beneficiaries** Upon the death of every direct beneficiaries, all persons named below shall become the beneficiaries of the eligible securities in my account for the percentages shown, provided that the contingent beneficiaries survive each and every designated beneficiary.

CONTINGENT BENEFICIARY'S NAME: (If beneficiary is a minor, you must designate a custodian below.)			
SOCIAL SECURITY NUMBER:			
RESIDENCE ADDRESS OF CUSTOMER	CITY	STATE	ZIP
PERCENTAGE:			
CUSTODIAN, state relationship:			

CONTINGENT BENEFICIARY'S NAME: (If beneficiary is a minor, you must designate a custodian below.)			
SOCIAL SECURITY NUMBER:			
RESIDENCE ADDRESS OF CUSTOMER	CITY	STATE	ZIP
PERCENTAGE:			
CUSTODIAN, state relationship:			

**3. Change of Beneficiaries and Right of Revocation**

Any and all changes of designated or contingent beneficiaries must be done solely by the rightful owner of this account. I may **revoke** this agreement at any time, or change the designated or contingent beneficiary with or without cause, for any reason. Changes and revocations must be made in writing and submitted to you and/or your clearing agent. No person, agent, attorney, guardian, relative, or otherwise, may change, amend, or revoke this agreement without my express written permission, unless by Court order. This provision does not prohibit the sale, pledge or other transfer of the securities in my account by any prior agreement, or by an agent with power of attorney, an attorney in fact, conservator, or guardian.

**4. Beneficiary Designation not Subject to Probate Rules**

I agree that the designation of beneficiaries pursuant to this Agreement shall not be subject to the probate laws of California or other states which provide for:

- a. The inclusion of children born to me after the date of this Agreement;
- b. The inclusion of my spouse as a beneficiary in the event I marry after the date of this Agreement, or the exclusion of my spouse as a beneficiary in the event my spouse and I are divorced after the date of this Agreement;
- c. Distribution to the issue of any deceased beneficiary unless I have provided specific Contingent Beneficiary designations for such beneficiary.

**5. Governing Law**

This Agreement shall be governed by the laws of the State of California, and shall inure to the benefit of you and your clearing agent, its successors and assigns, and shall be binding on me, my heirs, executors, administrators, assigns and beneficiaries. I agree that if Transfer on Death registration is not permitted under the laws of the state where I am domiciled at the time of my death, you and/or your

clearing agent may, absent notice from a duly appointed executor or administrator of my estate, distribute any and all securities pursuant to the beneficiary designation set forth herein. I further agree that you and your clearing agent shall have all of the protections of the California TOD Act, and I shall indemnify and hold you and your clearing agent harmless from any and all claims from my estate or from any person acting on behalf of my estate.

**6. Ineligible Assets and Accounts**

The following assets or accounts are not eligible for TOD registration: Annuities (Variable & Fixed), Life Insurance, Limited Partnerships, IRAs or other Retirement type accounts, Futures, Precious Metals (Certificated & Physical), Open-end Mutual Funds held at the fund and RVP/DVP Accounts.

**7. Arbitration Agreement**

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- (A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- (B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- (C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- (D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

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 NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT:**

- A. I HAVE RECEIVED A COPY OF THIS AGREEMENT.**
- B. THIS AGREEMENT CONTAINS A BINDING AND ENFORCEABLE ARBITRATION PROVISION.**

	/ /
Signature	Date
	/ /
Signature	Date

REVIEWED AND ACCEPTED BY (For Broker/Dealer Use Only)