

IRREVOCABLE TRUST AGREEMENT

THIS IRREVOCABLE TRUST AGREEMENT (the "Trust Agreement") is made and entered into as of the 24th day of MARCH, 2011 by and among Pacific Gas and Electric Company, a California Corporation ("Grantor"), and Michael Garvey, 60 Walton Street, San Carlos, California 94070 ("Trustee"), and Robert J. Lanzone, 939 Laurel Street, Suite D, San Carlos, California 94070 ("Successor Trustee"), and U. S. Bank, National Association, as Trust Agent, ("Trust Agent") with its office at One California Street, Suite 1000, San Francisco, CA 94111.

WITNESSETH

WHEREAS, Grantor and Trustee desire to enter into this Trust Agreement for the purpose of providing the City of San Bruno ("City" or "Beneficiary") with an accessible source of funds to enable it to respond to the immediate and long-term costs of the Glenview Fire incident of September 9, 2010. The purpose of the Trust is to be broadly construed so that the City will have all the resources it may reasonably require to respond to the Glenview Fire incident during the term of this Trust;

WHEREAS, pursuant to this Trust Agreement, PG&E hereby deposits Twelve-Million Dollars (\$12,000,000) (the "Trust Fund") with the Trust Agent;

NOW THEREFORE, IT IS AGREED:

1. Delivery of Trust Fund. Grantor hereby delivers to the Trust Agent, and the Trust Agent hereby acknowledges receipt of the Trust Fund to be held in accordance with the terms and conditions of this Trust Agreement.
2. Trust Agent to Hold Trust Fund. Subject to paragraph 7 below, the Trust Agent shall hold the Trust Fund until such time as it shall receive notice in writing from Trustee to deliver all or part of the Trust Fund to the sole Beneficiary.
3. Additions to Trust. If the City requests Grantor to make additional contributions to the Trust Fund for the costs described in paragraph 4 hereof, Grantor will make additions to the Trust Fund, in the form of cash or other property acceptable to the Trustee to this Trust, so long as the City first provides the Trustee with a reasonable projection of the uses of such additional contributions and Trustee notifies Grantor of his acceptance of such projections. When such cash or other property is accepted by Trustee, Trustee shall direct the Trust Agent in writing to accept such cash or other property for deposit and such cash or other property shall become part of the Trust Fund. Grantor shall not be required to contribute an amount greater than \$70 million to the Trust Fund. If the Grantor has contributed a total of \$63 million to the Trust Fund and the City reasonably believes that additional contributions in excess of \$70 million will be needed, Grantor

agrees to negotiate with the City and Trustee in Good Faith the amount of any additional contributions in excess of \$70 million.

4. Disposition of Principal and Income. Trust Agent shall invest monies held in the Trust Fund at the written direction of the Trustee in either a Money Market Mutual Fund, which invests in direct or indirect obligations of the U.S. Government in accordance with the Trust Agent's "Automatic Money Market Investments Authorization Letter," attached as Exhibit A or a U.S. Bank Money Market Account, as fully described on the attached Exhibit B. All interest generated in the selected investment fund shall be reinvested as principal to the Trust Fund. Trustee shall administer and manage the Trust Fund, and, after payment of all taxes and assessments thereon and all charges incident to the management thereof, apply and dispose of the net income and the principal of the Trust Fund in the Trustee's discretion as follows: The Trust Fund shall be used to advance funds on behalf of the City or to reimburse the City for any and all unreimbursed and uninsured costs incurred or paid by the City in connection with, related to or caused by the Glenview Fire incident, including but not limited to: professional, consulting, travel, increased staffing and municipal costs, work and clean-up, repairs and remediation, attorney's fees and costs, and investigation and response costs; provided, however, that the Trust Fund shall not be used to reimburse the City for its costs or damages incurred or paid in connection with: (i) any lawsuit in which the City and PG&E are parties or (ii) claims or judgments against the City resulting from its liability, if any, (x) for the Glenview Fire Incident or (y) from the City's activity made in response to or as a result of the Glenview Fire Incident, including for example: repairs, clean-up, remediation, permitting or other governmental functions. At the time of disbursement requests, the Beneficiary shall provide reasonable documentation to the Trustee with respect to the purpose and amount of said disbursement. Trustee shall promptly advance or reimburse the City upon presentation by the City of such reasonable documentation of costs, but in no event later than thirty (30) days from presentation by City.
5. Disbursements. For all disbursements from said Trust Fund, the Trustee shall present an executed authorization letter in the form of the attached Exhibit C to the Trust Agent. The authorization letter will provide direction to the Trust Agent to transfer Trust Funds to a designated bank account managed by the City. All said fund transfers must be transmitted to the following City bank account:

Bank Name: First National Bank, Millbrae/San Bruno Branch
ABA Routing Number: 121101189
For Credit to: City of San Bruno
Account Number: 05507660

Subsequent changes to the aforementioned wire transfer instructions must be provided in writing to the Trustee and authorized by City Manager of the City of San Bruno.

6. Accountings. The following provisions shall apply to Trustee: Reports or accounts that may be required by Section 16061 or 16062 of the California Probate Code may be satisfied by providing Grantor and Beneficiary monthly reports of the income, disbursement and disposition of all funds in the Trust Fund (including copies of documentation pursuant to which disbursements were made). Monthly statements generated by the Trust Agent must be provided directly to the Grantor and Beneficiary of the Trust at the following addresses:

City of San Bruno
Attn: City Manager
City of San Bruno
567 El Camino Real
San Bruno, CA 94066

Pacific Gas and Electric Company
Attn: Cash Reconciliation Unit
P.O. Box 770000, MCB26F
San Francisco, CA 94177

7. Termination of Trust. The Trust shall terminate on November 1, 2017, unless the City notifies Trustee, in writing, ninety (90) days prior to the termination date that the purposes of the Trust are continuing, in which case the Trust shall continue until November 1, 2020. Upon termination, after deducting all necessary and proper expenses, Trustee shall distribute all property remaining in the Trust Fund to Grantor. Trustee shall notify the Trust Agent in writing to close the Trust Fund account and provide authorization to wire transfer the remaining balance to Grantor as follows:

Bank Name: Bank of New York Mellon
ABA Routing Number: 011001234
For Credit to: PG&E Master
Account Number: 059994

8. Irrevocability of Trust. This Trust shall be irrevocable and, prior to its termination as set forth in paragraph 7 above, shall not be revoked or terminated by Grantor or any other person, nor shall it be amended or altered by Grantor or any other person.
9. Compensation of Trustee. The original Trustee hereunder, and all Successor Trustees that succeed to Trustee, shall be entitled to Two Thousand Five Hundred Dollars (\$2,500.00) per calendar month as compensation for their services as Trustee. If the original Trustee or any Successor Trustee succeeding to Trustee acts as Trustee for less than a full calendar month, their monthly compensation shall be pro rated on a daily basis. The Trustee, and all Successor Trustees that succeed to Trustee, shall be compensated directly by the City, with the City to be reimbursed for such compensation by the Trust Fund.

10. Bond and Liability of Trustee. The original Trustee and any Successor Trustee shall be required to give a bond or other security, the cost of which shall be borne by the Trust Estate. Trustee shall not be liable for any mistake or error of judgment in the administration of the Trust, except for willful misconduct, so long as he continues to exercise his duties and powers in a fiduciary capacity primarily in the interests of the beneficiaries.
11. Successor Trustees. If Michael Garvey resigns or is unable to continue to act as Trustee, the City shall notify the Trust Agent and Robert J. Lanzone, 939 Laurel Street, Suite D, San Carlos, California 94070, is hereby appointed as Successor Trustee.
12. Governing Law. The validity, construction, and effect of this agreement and the Trust created hereunder and its enforcement shall be governed by the laws of the State of California.
13. Trust Agent's General Provisions. Trust Agent's General Provisions outlining liability and indemnification as well as other provisions are incorporated herein and attached as Exhibit D.
14. Trust Agent Fees. Trust Agent fees shall be paid by a direct debit from the Trust Fund in accordance with the Fee Schedule attached as Exhibit E.
15. USA Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Trust Agent will ask for documentation to verify its formation and existence as a legal entity. The Trust Agent may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Grantor agrees to provide all such information and documentation as to themselves as requested by the Trust Agent to ensure compliance with federal law.
16. Notice. Any and all notices, requests, demands or other communications required or permitted to be given hereunder shall be deemed to have been duly given when personally delivered, on the next business day if sent by overnight courier, or the next business day if sent by facsimile after the close of business, addressed to the parties at the addresses set forth in the signature blocks below.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the date and year first above written.

Pacific Gas and Electric Company

By Christopher P. Johns
Christopher P. Johns
Title President

Address 77 Beale Street (B32)
San Francisco, CA 94105

Telephone (415) 973-3123

Facsimile (415) 972-9385

Mr. Robert J. Lanzone

By [Signature]
Title Successor Trustee

Address 439 LAUREL ST., SUITE D
SAN CARLOS, CA 94070

Telephone 650-593-3117

Facsimile 650-637-1401

Mr. Michael Garvey

By Michael P. Garvey
Title Trustee

Address 60 WALTON ST.
SAN CARLOS, CA 94070-2013

Telephone (650) 596-9047

Facsimile (none)

U.S. Bank National Association

By [Signature]
Title Sheila K. Soares
Vice President

Address: One California Street, Suite 100
San Francisco, CA 94111

Telephone (415) 273-4582

Facsimile (415) 273-4590

FIRST AMERICAN FUNDS
"AUTOMATIC MONEY MARKET INVESTMENTS
INVESTMENT AUTHORIZATION LETTER"

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association (or U.S. Bank Trust National Association) is hereby directed to invest and reinvest proceeds and other available moneys in the following funds as permitted by the operative documents.

- _____ First American Funds Government Obligations (Class Z)
- _____ First American Funds Prime Obligations (Class Z)
- _____ First American Funds Treasury Obligations (Class Z)
- _____ First American Tax Free Obligations (Class Z)
- _____ First American U.S. Treasury Money Market Fund (Class Z)

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. SHARES OF THE ABOVE FUNDS ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY, ANY BANK INCLUDING U.S. BANK NATIONAL ASSOCIATION OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE BOARD OR ANY OTHER AGENCY. AN INVESTMENT IN THE FUNDS INVOLVES INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

- No U.S. Bank National Association is NOT authorized to provide my name, address, and securities positions to requesting issuers

Fee Basis: Approval of investment in any of these First American mutual funds includes approval of the fund's fees and expenses as detailed in the enclosed prospectus, including advisory, custodial, distribution, shareholder service expenses and other fees, which fees and expenses are paid to U.S. Bank National Association or other affiliates of U.S. Bank National Association.

 Company Name

Michael P. Gervais
 Signature of Authorized Directing Party

Title TRUSTEE

March 23, 2011
 Date

 Trust Account Number - includes existing and future sub-accounts unless otherwise designated.

Ref: 11/12/2008, Revised 9/30/09; revised 9/15/10

E-2004.1-1.

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

DRAFT
EXHIBIT C

Disbursement Instructions

Date: _____

Fax No. (415) 273-4590

Ms. Sheila Soares
U.S. Bank, N.A.
Corporate Trust Services
One California Street, Suite 1000
San Francisco, CA 94111

Re: Trust Account No. _____

Dear Ms. Soares:

As Trust Agent of the Irrevocable Trust Agreement dated _____ between PG&E as the Grantor and the City of San Bruno as Beneficiary, this letter authorizes U.S. Bank to initiate a wire transfer in the amount of \$ _____ to the City of San Bruno as specified in Section 5 of said Trust agreement.

The undersigned hereby instructs you to disburse funds from the above referenced Trust account to the City of San Bruno as follows:

Bank Name: _____ (Need wire instructions from City.)

ABA Routing Number: _____

For credit to: _____

Account Number: _____

Please contact me at _____ to confirm the transfer of funds. I can be reached at (415) _____ if there are any questions.

Sincerely,

Michael Garvey
Trustee
San Bruno Irrevocable Trust Agreement

cc: _____ (City of San Bruno)

Global Escrow Depository & Trust Services General Provisions

LIABILITY OF TRUST AGENT

In performing any duties under the Trust Agreement ("Agreement"), Trust Agent ("Agent") shall not be liable to any Party for consequential damages, (including, without limitation lost profits) losses, or expenses, except for gross negligence or willful misconduct on the part of the Agent. Agent shall not incur any such liability for (I) any act or failure to act made or omitted in good faith, or (II) any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Agent may consult with legal counsel in connection with Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by him/her in good faith in accordance with the advice of counsel. Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

FEES AND EXPENSES

It is understood that the fees and usual charges agreed upon for services of Agent shall be considered compensation for ordinary services as contemplated by this Agreement. In the event that the conditions of this Agreement are not promptly fulfilled, or if Agent renders any service not provided for in this Agreement, or if the Parties request a substantial modification of its terms, or if any controversy arises, or if Agent is made a Party to, or intervenes in, any litigation pertaining to this escrow or its subject matter, Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs, attorney's fees, including allocated costs of in-house counsel, and expenses occasioned by such default, delay, controversy or litigation and Agent shall have the right to retain all documents and/or other things of value at any time held by Agent in this escrow until such compensation, fees, costs, and expenses are paid. The Parties jointly and severally promise to pay these sums upon demand. Unless otherwise provided, the Parties each will pay one-half of all Agent's usual charges and Agent may deduct such sums from the funds deposited.

CONTROVERSIES

If any controversy arises between the Parties to this Agreement, or with any other Party, concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's discretion, Agent may require, despite what may be set forth elsewhere in this Agreement. In such event, Agent will not be liable for interest or damage. Furthermore, Agent may at its option, file an action of interpleader requiring the Parties to answer and litigate any claims and rights among themselves. Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow, except all costs, expenses, charges and reasonable attorney fees incurred by Agent due to the interpleader action and which the Parties jointly and severally agree to pay. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

INDEMNIFICATION OF TRUST AGENT

The Parties and their respective successors and assigns agree jointly and severally to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, counsel fees, including allocated costs of in-house counsel and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of his/her duties under this Agreement, including but not limited to any litigation arising from this Agreement or involving its subject matter, except to the extent caused by the Agent's gross negligence or willful misconduct.

INVESTMENT INSTRUCTIONS

For the purpose of investing funds held in escrow, Agent may accept written instructions (including instructions sent to the agent by facsimile transmission, with original sent promptly to the agent) from an authorized party. The parties shall indemnify and hold Agent harmless from any and all liability for acting on such investment instruction purported to be given by an Authorized Party. Agent shall not be responsible for the authenticity of any instructions, or be in any way liable for any unauthorized instruction or for acting on such an instruction, whether or not the person giving the instructions was, in fact, an Authorized Party. In no event shall Agent be liable to the Parties for any consequential, special, or exemplary damages, including but not limited to lost profits, from any cause whatsoever arising out of, or in any way connected with acting upon instructions believed by Agent to be genuine. In the absence of such instructions, the agent shall invest, to the extent reasonably practicable, in a U.S. Bank Money Market Account, which is insured by the FDIC.

The Agent may make any investments through its own investment department or that of its affiliates. The Agent shall not be liable for any loss from such investments, including upon the sale or disposition of any investments.

Agent will act upon investment instructions the day that such instructions are received, provided the requests are communicated within a sufficient amount of time to allow Agent to make the specified investment. Instructions received after an applicable investment cutoff deadline will be treated as being received by Agent on the next business day, and Agent shall not be liable for any loss arising directly or indirectly, in whole or in part, from the inability to invest funds on the day the instructions are received. Agent shall not be liable for any loss incurred by the actions of third parties or by any loss arising by error, failure, or delay in making an investment which is caused by circumstances beyond Agent's reasonable control.

FUNDS INVESTED DURING ESCROW

The Parties acknowledge that payment of any interest earned on the funds invested in this escrow will be subject to backup withholding penalties unless a properly completed Internal Revenue Service form W8 or W9 certification is submitted to Escrow Agent.

RESIGNATION OF ESCROW AGENT

Agent may resign at any time upon giving at least thirty (30) days' written notice to the Parties; provided, however, that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: The Parties shall use their best efforts to mutually agree on a successor escrow agent within thirty (30) days after receiving such notice. If the Parties fail to agree upon a successor escrow agent within such time, Agent shall have the right to appoint a successor escrow agent authorized to do business in the state of California. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Agent shall be discharged from any further duties and liability under this Agreement.

AUTOMATIC SUCCESSION

Any company into which the Agent may be merged or with which it may be consolidated, or any company to whom Agent may transfer a substantial amount of its Global Escrow business, shall be the Successor to the Agent without the execution or filing of any paper or any further act on the part of any of the Parties, anything herein to the contrary notwithstanding.

GOVERNING LAW

This Agreement is to be construed and interpreted according to California law.

Prepared by U.S. Bank, National Association

**Schedule of Fees for Services as
 ESCROW AGENT**

For

**PACIFIC GAS & ELECTRIC COMPANY
 SAN BRUNO IRREVOCABLE TRUST**

Initial Fees
 01010

Acceptance Fee 1,000.00
 The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing.

U.S. Bank Corporate Trust Services reserves the right to refer any or all escrow documents for legal review before execution. Legal fees (billed on an hourly basis) and expenses for this service will be billed to, and paid by, the customer. If appropriate and upon request by the customer, U.S. Bank Corporate Trust Services will provide advance estimates of these legal fees.

**"IMPORTANT INFORMATION
 ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT"**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation."

Administration Fees Billed Annually

04460 - **Escrow Agent** 1,500.00
 Annual administration fee for performance of the routine duties of the escrow agent associated with the management of the account. Administration fees are payable in advance.

.00

Incidental Expenses

SUCE0000 **Charge for miscellaneous expenses such as: fax, messenger service, overnight mail, telephone, stationery and postage. This charge is a percent of total Administration Fees, charged in advance.** 5%

Transaction Fees

10880 **Disbursements/Draws** \$20.00
 Charge per item disbursed. Includes the wire or check fee.

10100 **Trades** \$100.00
 Charge per trade to buy or sell investments, excluding automated sweep transactions.*

*Automatic sweeping of cash into money market funds is not considered a "trade" for the purposes of this fee. However, applicable fees are disclosed in the "Automatic Money Market Investments" authorization letter or the fund prospectus provided



Corporate Trust
Services

10101 Receipts \$0.00
 Charge per receipt of funds via wire or check.

Direct Out of Pocket Expenses

Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees. At Cost

Extraordinary Services

Extraordinary services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

Dated: 12/13/10

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