

Secured MasterCard® Account

CREDIT CARD AGREEMENT

YOUR CONTRACT WITH US

Your agreement with us consists of this Credit Card Agreement and any changes we make to it from time to time. The terms of this Agreement apply to you if any of you applied for and were granted an account, and/or otherwise accepted the account. You agree to the terms and conditions of this Agreement.

Words Used Often In This Agreement

“Account Fees” means the fees set out under the Section heading Account Fees and any fees that may be varied or added from time to time.

“Agreement” or “Credit Card Agreement” means this document and any changes from time to time and includes the Disclosure Statement and the terms of your application for a Peoples Trust card.

“Card” means all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

“Cash Advance” means the use of your account for a loan obtained:

1. at an automated banking machine (“ABM Cash Advance”);
2. at any financial institution (e.g., obtaining cash, money order, or travelers cheques) (“Bank Cash Advance”);
3. by a transfer of funds initiated by us at your request (“Balance Transfer”);
4. by any other method (“Other Cash Advance”)

“Cash Advance” includes Transaction Fees and adjustments associated with any Cash Advance.

“Disclosure Statement” means our written statement of the interest rates, Account Fees and Transaction Fees for your account that accompanies your Card when issued to you and any subsequent statement disclosing changes in such information that we send to you from time to time.

“Purchase” means the use of your card or account number to:

1. buy or lease goods or services;
2. buy “Cash Equivalents” (*i.e.*, wire transfers, money orders, person to person money transfers, bets, lottery tickets, or casino gaming chips) from any seller other than a financial institution;
3. make a transaction that is not otherwise a Cash Advance.

PERSONAL IDENTIFICATION NUMBER

We may separately supply you with a personal identification number (“PIN”) to make transactions on your account at automated banking machines displaying the MasterCard brandmark and any other ABMs we designate. I will keep the PIN confidential and take every precaution necessary to ensure my PIN is not disclosed verbally or otherwise, to anyone else. Your PIN cannot be changed by you. If you suspect that someone else may know and use your PIN, you may request we issue another card and PIN at your expense.

HOW TO USE YOUR ACCOUNT

You may obtain credit in the form of Purchases and Cash Advances by using the Card, your PIN, your account number, or other credit devices.

WE MAY MONITOR AND RECORD TELEPHONE CALLS

You consent to and authorize Peoples Trust, any of its affiliates and its marketing and servicing agents and suppliers to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

CREDIT REPORTING AGENCIES

You authorize Peoples Trust to collect information about you, including credit reports from consumer reporting agencies and to provide information about your account to such agencies.

PURPOSES FOR USING YOUR ACCOUNT

You may use your account for personal, family, or household purposes. You may not use a Cash Advance to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, account number, PIN, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

INTEREST

You and we confirm and agree that interest, fees, charges, and other amounts payable under this Agreement are not intended to, and shall not exceed the maximum rate or amount permitted by law. Payments, to the extent they exceed such maximum rate or amount, are not required by this Agreement. You agree that payment of any interest, Transaction Fee, Account Fee, or other fee or charge assessed to your account from time to time exceeding such maximum rate or amount arises from your voluntary actions, which are wholly within your control and are not compelled by us or by the occurrence of any determining event set out in this Agreement. You also agree that credit is advanced on each respective transaction date notwithstanding any arrangement permitting later payment under this agreement. You further agree to operate your account in such a manner (including without limitation by maintaining

“Purchase” includes Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

“Transaction Fees” means fees set out in the Disclosure Statement and section headed Transaction Fees.

“Total New Balance” means the total billed amount as of the closing date of a billing cycle. As shown on your monthly statement, we start with the total balance at the beginning of the billing cycle, which is the “Previous Balance.” Then we subtract payments and credits. Then we add Cash Advances, Purchases and interest charges.

“You” and “your” mean each and all of the persons who are granted, accept or use an account we hold. “You” and “your” also mean any other person who has guaranteed payment of this account, when used in the sections entitled, YOUR CONTRACT WITH US, and WE MAY MONITOR AND RECORD TELEPHONE CALLS, and when used in each of the sections relating to payment of this account (e.g., YOUR PROMISE TO PAY, and HOW WE ALLOCATE YOUR PAYMENTS).

“We”, “us”, “our” and “Peoples Trust” mean Peoples Trust Company, the issuer of the card, which administers your account and may acquire sums owing on your account.

For the Agreement, we will use the definitions described under the section heading WORDS USED OFTEN IN THIS AGREEMENT or as otherwise defined in this Agreement. If we use another capitalized term in this document, the term has the meaning as used in your monthly statement.

We use section headings (e.g., WORDS USED OFTEN IN THIS AGREEMENT) to organize this Agreement. The headings are for reference purposes only.

CATEGORIES OF BALANCES

When a Cash Advance or Purchase transaction occurs, we add the amount of the transaction and any associated Transaction Fees and interest charges, to the Cash Advances on Purchases balance categories.

From time to time, we may move certain balances from one category to another (for example, so we can accommodate promotional terms), and we will tell you when we do.

ANNUAL PERCENTAGE RATES

“APR” means Annual Percentage Rate.

“DPR” means Daily Periodic Rate and is calculated by dividing the APR by 365.

Each balance category has its own APR. Current rates for the categories are set out in the Disclosure Statement and are shown on your monthly statement.

In addition, the APR for Purchases will increase to the APR for the Cash Advances category if you fail to make the required Minimum Payment Due on or before the Payment Due Date. Thereafter, if the Minimum Payment Due has been paid by the Payment Due Date in two consecutive billing cycles, the interest rate on Purchases will be reduced back to the APR for the Purchases category.

CALCULATION OF PERIODIC RATE INTEREST CHARGES

We calculate Periodic Rate Interest Charges for each category by the Daily Rate Average Balance Method. That is, the average daily balance for each category is calculated by adding together the daily

sufficient balances within your credit limit) that interest, fees, charges, and other amounts payable under this Agreement will not exceed any such maximum rate or amount. Calculation in respect of the foregoing shall take into account a period of not less than one year. In the case of any allegation by you that such maximum has been exceeded, a certificate deciding the issue from a Fellow of the Canadian Institute of Actuaries satisfactory to us and retained at your expense, based on generally accepted actuarial practices and principles, shall be conclusive between you and us on the issue.

YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions we charge to your account. If we have to reclaim any cards following a default or to use a collection agency or law firm to collect amounts owed to us, you agree to pay our costs, including legal fees, to the extent permitted by law.

PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Minimum Payment Due shown on your monthly statement by the Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Minimum Payment Due will not effect your obligation to make the next Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We may reject payments not denominated in Canadian dollars or not drawn on a Canadian financial institution.

You must make the required payments even when we are delayed or prevented because of a postal strike or any other cause from sending you a monthly statement. You must contact us at 1-866-452-1138 at least once a month during any delay or interruption to obtain account and payment information.

We may apply any amounts you have on deposit with us against any amounts which may be due under this Agreement, whether or not amounts on deposit are then due or have then matured. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Payment of your Minimum Payment Due may not avoid the assessment of Overlimit Fees. Generally, credits to your account, such as those generated by merchants or by person to person money transfers, are not treated as payments and will not reduce your Minimum Payment Due.

MINIMUM PAYMENT DUE

The Minimum Payment Due shown on your monthly statement each billing cycle will be the greater of:

1. the sum, rounded up to the nearest dollar, of all Periodic Rate Interest Charges, Transaction Fees and Account Fees plus \$10.00; or
2. 3.00% of the Total New Balance rounded to the nearest dollar.

The Minimum Payment Due will never be less than \$10.00 unless your Total New Balance is less than \$10.00 in which case the Minimum Payment Due will equal the Total New Balance. The Minimum Payment Due will never be more than your Total New Balance. If a payment is

balance outstanding for each day in the billing cycle and dividing that total by the number of days in the billing cycle and then multiplying that number by the DPR and the number of days in the cycle. Once a month, we add any accumulated interest to the total outstanding balance you owe.

INTEREST FREE PURCHASE

You will not be charged interest on Purchases that appear on your monthly statement for the first time, as long as you pay us the Total New Balance by the Payment Due Date.

BILLING CYCLE

Your billing cycle ends each month on a closing date determined by us. Each billing cycle begins on the day after the closing date of the previous billing cycle. Each statement reflects a single billing cycle.

TRANSACTION FEES

If you obtain an ABM Cash Advance, a Bank Cash Advance, a Balance Transfer or an Other Cash Advance, we will assess a Transaction Fee as set out in the Disclosure Statement on each such transaction.

ACCOUNT FEES

The following fees are assessed in the billing cycle in which the fees accrue: in the amounts set out in the Disclosure Statement:

A one time Application and Set-up fee will be billed upon our acceptance of your application. This fee will be assessed on the first monthly statement issued for your account.

A one time Application and Set-up fee will be assessed for each and every supplemental card requested by you and issued by us. This fee will be assessed during the billing cycle that the supplemental card(s) are issued.

A monthly maintenance fee will be assessed for each billing cycle that your account is open and available to you to use. An additional maintenance fee will be assessed for each billing cycle for each supplemental card that is available to you to use.

An Overlimit Fee will be assessed if your account balance exceeds your account credit limit, even if fees or interest charges assessed by us cause your total outstanding balance to exceed your credit limit. This fee will be assessed in each billing cycle as of the date your account exceeds your credit limit.

A returned Payment Fee will be assessed if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation.

A Copy Fee will be charged for each copy of a monthly statement and for each duplicate sales draft requested by you, except that a copy of the most recent monthly statement and of any sales drafts for transactions first appearing on that statement will be provided for free.

SIGN YOUR CARD

You must sign your card before you use it.

credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Minimum Payment Due for the billing cycle in which the payment was originally credited.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine without regard to any payment instructions you may give. In most instances, we will allocate your payments to balances (including transactions made after your latest statement) with higher APRs before balances with lower APRs. This will result in balances with higher APRs being paid before any other existing balances.

PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, accept or guarantee the accounts are individually and together responsible for any total outstanding balance, even though we may send statements and notices for the account to only one of you. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until all of the cards and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us at any time under the terms of this Agreement.

DEFAULT

You will be in default of this Agreement if you fail to make any required Minimum Payment Due by its Payment Due Date, if any statement made by you to us (in your application or otherwise) is untrue or misleading or if you fail to abide by any other term of this Agreement or if you become a bankrupt or if you die. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

WHEN WE MAY REQUIRE IMMEDIATE PAYMENT

If you are in default we can require immediate payment of your total outstanding balance and we may seize and apply the funds you have provided as security for the account.

OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with “Paid in Full” or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated cheque to make payment. If you do postdate a payment cheque, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the cheque. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

INACTIVE CREDIT BALANCE FEE

A \$10.00 fee will apply to inactive accounts which have been closed and which have credit balances outstanding.

YOUR CREDIT LIMIT

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time. You may apply to increase your credit limit by depositing additional funds as security for the increase requested. The amount shown on your monthly statement as Available Credit does not take into account any Purchases, Cash Advances, interest charges, fees, any other transactions, or credits which are posted to your account after the closing date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LIMIT

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may:

1. permit the transaction without raising your credit limit;
2. permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or
3. refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Balance Transfer, we may do so by advising the person presenting the Balance Transfer that credit has been refused, that there are insufficient funds to pay the Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

WE MAY AMEND THIS AGREEMENT

We may amend this Agreement at any time. We may amend it by delivering a Disclosure Statement changing the interest rates, fees and other charges for the account and adding, deleting, or changing provisions of this Agreement. When we amend this Agreement you will be given at least 30 days notice before the amendment takes effect or such other notice as is required by applicable law that is in effect at that time. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must return or destroy all cards or other credit devices on the account when we request.

YOU MAY CLOSE YOUR ACCOUNT

You may close your account by notifying us in writing or by telephone, and destroying all cards or other credit devices on the

BILLING RIGHTS

Notify Us in Case of Errors or Questions About Your Statement: If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at Peoples Trust, P.O. Box 48235, 595 Burrard Street Vancouver BC, V7X 1A1. Write to us as soon as possible. Do not send the notice on or with your payment. We must hear from you no later than 60 days after we sent you the first statement on which the transaction or error appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

1. your name and account number;
2. the dollar amount of the suspected error;
3. the posting date of the transaction in question; and
4. a description of the error and an explanation; if you can, of why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then.

We may use any electronic, microfilm or other reproduction of any Purchase, Cash Advance or other entry to evidence a transaction and establish your liability.

We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any interest charges related to the amount in error. If we did not make a mistake, you may have to pay interest charges, and you will have to make up any missed payments on that amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

PRIVACY NOTICE

Your Privacy Is Important To Us

At Peoples Trust, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. While information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, Peoples Trust may share information about you both within and outside of the Peoples Trust. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from Peoples Trust or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of Peoples Trust for financial products and services governed by the laws of Canada. This notice also explains our practices regarding the collection, use and retention of personal information and lets you choose whether

account. Your obligations under this Agreement continue even after you have done this.

TRANSACTIONS AFTER YOUR ACCOUNT IS CLOSED

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

WE ARE NOT LIABLE FOR A REFUSAL TO HONOUR YOUR ACCOUNT

We are not liable for any refusal to honour your account. This can include a refusal to honour your card or account number or any other instruction to draw on your account. We are not liable for any retention of your card by us, any other financial institution, or provider of goods or services.

We are not liable for your inability to use or access for any reason a Card, ABM or other credit device including communication failure or equipment or system malfunction.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a transaction in a foreign currency, the transaction will be converted by MasterCard International, into a Canadian dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either:

1. a wholesale market rate; or
2. a government-mandated rate in effect one day prior to the processing date,

increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. An additional currency conversion fee to us equal to 0.025 multiplied by the converted amount of the charge will be included.

BENEFITS

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of Peoples Trust. We may adjust, add, or delete benefits and services at any time and without notice to you.

WE MAY SELL YOUR ACCOUNT

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

or not Peoples Trust may share certain information about you, either within or outside of Peoples Trust with other companies.

Security Safeguards

We understand the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people or agents of Peoples Trust requiring it to provide products or services to you. We and our agents maintain physical, electronic, and procedural safeguards in compliance with applicable law.

When we share information about you with a company outside of Peoples Trust, we require them to impose safeguards, to use it only for permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is necessary to offer a product or service efficiently. We require any company receiving information from us to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect

Peoples Trust collects and uses information about you only to the extent required to conduct our business and to consistently deliver the top-quality Customer service you expect from us.

Sources of this information include:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information about your transactions with us and with other companies outside of Peoples Trust; and
- Information we receive from third parties such as consumer reporting agencies, to verify statements you have made to us regarding your employment, credit, or other relationships.

Information We Share Within Peoples Trust

We may share any of the information we collect about you within Peoples Trust to offer additional products or services that may interest you and best meet your needs. We believe this is more convenient for you and may save you both time and money. The decision to purchase any such products or services is yours alone. We may also partner with other organizations in offering additional products or services.

Information We Share With Others

We may share all the information we collect with companies that perform marketing or other services on our behalf, with companies assisting us in servicing your loan or account, to government entities in response to subpoenas or other regulatory requirements, or to consumer reporting agencies.

From time-to-time, we may also work with companies outside of Peoples Trust to offer you products or services that we have determined may be of interest to you including financial service companies such as insurance providers and non-financial companies such as card registry services. In order to ensure that you receive only those offers that are of greatest interest to you, we may share some or all of the information we have collected with these third party companies as outlined in the "Security Safeguards" section.

Important Information About Your Choice

We disclose information about you only in accordance with the law and to the extent required to conduct our business. This allows

YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

WHAT LAW APPLIES

This Agreement is made in British Columbia and we extend credit to you from British Columbia. This Agreement is governed by the laws of the province of British Columbia (without regard to its conflict of laws principles) and by the applicable federal laws of Canada.

THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

OUR RIGHTS CONTINUE

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

LOST OR STOLEN CARDS AND UNAUTHORIZED USE OF YOUR CARD

You must notify us immediately of the loss or theft of a card or the possible unauthorized use of your account at 1-866-452-1138 and provide all pertinent information that is requested to aid in recovery of the Card. You have no liability for unauthorized use of a lost or stolen card unless you have not used reasonable care to safeguard your Card against loss and theft, have not reported more than one incident of Card loss to us within the 12 months immediately preceding the latest theft or loss, or your account is not up to date. Under any of these circumstances, your liability is the lesser of the transactions incurred up to the time you notify us and \$50.00. However, this maximum liability does not apply to transactions made at an ABM using your PIN.

If you have a complaint or inquiry about any aspects of your account, please call us at 1-866-452-1138. We will do our best to resolve your complaint or inquiry. If for some reason we are unable to do so to your satisfaction, and your complaint or inquiry concerns any consumer provision found in federal law, you may communicate the complaint or inquiry to:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th floor,
Ottawa, ON, K1R 1B9
Tel # 1-866-461-3222

us to offer you a greater variety of products and services and to consistently deliver the top-quality service you expect from Peoples Trust, in addition to saving you time and money. We fully recognize the importance of keeping personal information secure.

We are dedicated to serving your needs – and your choices related to privacy. You may direct us not to share information about you, either within or outside of Peoples Trust (other than disclosures permitted or required by law). You may also notify us if you do not wish to receive any further marketing materials. However, if you should withdraw your consent to our use or ability to collect and report credit information on you to and from consumer reporting agencies, you do so on the understanding that we may no longer be able to extend credit to you. We will continue to report the status of your account to credit reporting agencies until your account has been finally settled. If you wish to opt out of such information sharing, please write to us at Peoples Trust, Privacy Office, P.O. Box 48235, 595 Burrard Street, Vancouver BC V7X 1A1. We will ask you to verify your identity and the specific accounts to which the opt out applies. Peoples Trust will continue to adhere to the privacy practices described in this notice even if you become an inactive Customer or if you close your accounts.

Please remember that your choices regarding Peoples Trust's information sharing practices are maintained by Peoples Trust unless you revoke them in writing.

Requesting Your Information

In accordance with applicable law, upon written request, you are entitled to be informed of the existence, use and disclosure of your personal information. To make such a request, please write to us at the address noted above. Please note that an approximate cost of \$25.00 applies to all such requests.

This notice updates and replaces any previous notices we have provided about the privacy, security and protection of information.

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