

FINANCIAL SERVICE AGREEMENT

DATED AS OF JANUARY 5, 2009

RE: TRUSTEE SERVICES

This Agreement ("Agreement") is entered into between Citibank, N.A., Guam Branch ("Citibank") and the undersigned in its capacity as Receiver for the Solid Waste Management Division of the Department of Public Works of the Government of Guam ("Client").

WHEREAS, Citibank offers to certain Clients a Trustee Service, subject to the terms and conditions provided herein; and

WHEREAS, pursuant to the March 17, 2008, Order (the "Receivership Order") of the United States District Court for the District of Guam (the "District Court") in Civil Case No. 02-00022, Client has been appointed as Receiver for the Solid Waste Management Division of the Department of Public Works of Guam in order to enforce the terms of the February 11, 2004, Consent Decree issued by the District Court in said case (the "Consent Decree"); and

WHEREAS, on October 22, 2008, the District Court ordered that Government of Guam deposit Twenty Million Dollars (\$20,000,000) to a trustee to be designated by Client and approved by the District Court by January 5, 2009 (the "October 22 Order"); and

WHEREAS, after conducting a solicitation through Request for Proposals SW-09-01, Client has recommended that Citibank be designated as trustee in accordance with the October 22, 2008 Order; and

WHEREAS, Citibank is willing to provide these services to Client in accordance with the terms described herein and according to the Client Profile Sheet attached as Exhibit A, as the same may be amended from time to time

NOW, THEREFORE, the parties hereto agree as follows:

Scope of Services

1. Citibank will provide custody and other services in connection with securities, cash and other property delivered from time to time to Citibank hereunder by, or at the direction of the Client, and income, distributions and payments received by Citibank with respect thereto (collectively, the "Assets"); and Citibank hereby agrees to act in such capacity, and perform such services, and hold the Assets in a custody account established in the name of the Client as indicated in the Client Profile sheet, Exhibit A (the "Account") upon the terms and conditions as stated herein. Initially, the Assets will consist of Twenty Million Dollars (\$20,000,000), expected to be deposited by the Government of Guam on or about January 5, 2009.

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2. In accordance with procedures established by the Client and approved by the District Court and upon receipt of appropriate directions, Citibank will release and return Assets to the Client or otherwise deliver Assets to such location or third party, as such directions may indicate, provided that, in connection therewith it is the sole responsibility of Client to provide any transfer documentation as may be required by the depository or third party recipient. Citibank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to appropriate directions.
3. Citibank will collateralize the funds in the Account in accordance with 5 GCA Section 21114.
4. Absent specific investment directions to the contrary from the Client, Citibank will invest and pay interest on the Asset balance in the Account at the highest interest rate it pays for comparable business related accounts.
5. Citibank will make and maintain proper books of account and complete records of all Assets and transactions in the Account. Citibank will preserve for the periods prescribed by appropriate federal statute or regulation all records required to be maintained.
6. Citibank will provide reports of daily payment activity electronically to those designated by the Receiver, including the District Court and the Government of Guam (initially including but not limited to Bertha Duenas and representatives of the Governor and Legislature designated by the Receiver);
7. Citibank will provide monthly statements for all activity on the Accounts to those designated by the Receiver, the District Court and the Government of Guam (initially including but not limited to Bertha Duenas and representatives of the Governor and Legislature designated by the Receiver);
8. Citibank will provide online access to Account information to those designated by the Receiver and approved by the District Court;
9. Citibank will cooperate with a firm to be named by the Receiver and approved by the District Court, for the purpose of conducting quarterly reviews of activities and transactions in this Account; and
10. Citibank will provide such other banking and trustee services as are reasonably related to the forgoing scope of services and are requested by the Receiver and approved the District Court.

Citibank is participating in the FDIC's Temporary Liquidity Guarantee Program. Under that program, through December 31, 2009, specific types of checking accounts are fully guaranteed by the FDIC for the entire amount in the account for both consumers and business. The Account will be guaranteed in accordance with such program.

Claims and Payment; Release from Account. The parties shall develop written procedures by which funds are to be released from the Account, which shall set forth exactly what Citibank must receive (or the specific time period that must pass, as the case may be) in order for Citibank to release funds from the Account, and such

procedures will not result in Citibank having any discretionary or subjective decision-making responsibility. Once such procedures are agreed upon, they shall be submitted to the District Court for approval, and, upon such approval, shall be implemented. Until such procedures are approved by the District Court, no funds shall be disbursed from the Account.

Risk of Loss; Force Majeure. Whenever Citibank shall be required by the terms of this Agreement to provide services under this Agreement, Citibank shall not be deemed to be in default hereunder and Client shall not enforce or exercise any of its rights under this Agreement, if and so long as non-performance hereunder shall be caused by strikes, war or national defense preemptions, governmental restrictions, flood, typhoon, earthquake, natural disaster, acts of God or any other cause or causes which are unavoidable or beyond the reasonable control of Citibank.

Account Statements. All debits and credits to Client's accounts will be reflected on Client's periodic account statements issued by Citibank, and no other notices thereof will be provided to Client unless Client separately engages Citibank to provide information reporting services.

Audits. On at least two (2) business days' notice, Citibank will make available to and permit inspection during Citibank's regular business hours by auditors (designated by Client) of all books, records, and accounts retained by Citibank (or, to the extent practicable, its agents) in connection with its duties hereunder on behalf of Client.

Cooperation. Client and Citibank agree to cooperate promptly and fully in the investigation of any claim asserted by any person arising out of this Agreement or the transactions generated hereunder or relating hereto. Client shall maintain adequate records to assure that the funds represented by such items can be collected in the event a deposit is lost, stolen or destroyed.

Limitation on Liability; Indemnity. Notwithstanding any provisions of this Agreement providing to the contrary, Citibank shall only be liable to Client for Citibank's failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction in an amount equal to interest losses attributable thereto; however, with respect to services performed hereunder outside the scope of the applicable Uniform Commercial Code, Citibank shall only be liable to Client for damages attributable to its own gross negligence or willful misconduct in performing such services. Citibank shall have no liability or responsibility with respect to any other matter, including without limitation, any act or omission by any other third party. In no event will Citibank be liable for any consequential, special, punitive or indirect loss or damage that Client may incur or suffer in connection with this Agreement. Citibank's liability hereunder for interest losses will not be paid while the deposits are in transit or subject to any dispute under this Agreement. Interest, where applicable, will only be paid upon deposit into the Account, in accordance with the terms of that Account.



Client agrees to indemnify and hold Citibank harmless from and against any and all actions, claims, demands, losses, liabilities, judgments, settlements or expenses whatsoever, including attorneys' fees and court costs, resulting directly or indirectly from or arising in connection with (i) the Client's violation of any of its agreements or breach of any of its representations or warranties under this Agreement, (ii) from Citibank's compliance with or carrying out any instruction or request, whether or not authorized, and which relates to any payment to or from an Account, if such instruction or request is authorized by Client or is accepted by Citibank in good faith and in accordance with the relevant security procedures described in the Agreement, or (iii) from the acts or omissions of Client (including its agents, employees and representatives) or any third party or claims that Citibank is responsible for any act or omission of Client or any third party; provided, however, that Client shall not be obligated to indemnify Citibank for such actions, claims, demands, losses, liabilities, judgments, settlements or expenses to the extent directly caused by Citibank's own gross negligence or willful misconduct.

Citibank agrees to indemnify and hold Client harmless from and against any and all actions, claims, demands, losses, liabilities, judgments, settlements or expenses whatsoever, including attorneys' fees and court costs, resulting directly or indirectly from or arising in connection with (i) Citibank's violation of any of its agreements or breach of any of its representations or warranties under this Agreement, or (ii) from the acts or omissions of Citibank (including its agents, employees and representatives) or any third party or claims that Client is responsible for any act or omission of Citibank or any third party; provided, however, that Citibank shall not be obligated to indemnify Client for such actions, claims, demands, losses, liabilities, judgments, settlements or expenses to the extent directly caused by Client's own gross negligence or willful misconduct.

The foregoing indemnity provisions shall survive the termination of this Agreement.

Attorneys' Fees. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement by it to be performed or kept, the prevailing party shall be entitled to recover in addition to its court costs, reasonable attorneys' fees, and such recovery shall include court costs and attorneys' fees on appeal, if any.

Tax Responsibility. Citibank shall be responsible for all duties or functions of a trustee (imposed by law or otherwise) relating to, the withholding and government deposit of any and all taxes, or amounts with respect thereto, that may be incurred or payable in connection with the Account, income or gain realized on Assets held therein or transactions undertaken with respect thereto. Citibank shall be responsible for federal, state, and local tax reporting in connection with Assets, the Account or transactions therein, including but not limited to Form 1099 and providing tax information as reasonably requested by Client. Citibank and Client acknowledge and agree that the beneficial owner of the Account and all Assets is the Government of Guam, subject to the provisions of the Consent Decree, the Receivership Order, the October 22 Order,



and any other orders of the District Court implementing the Consent Decree and said orders.

Tax Reporting. The Client agrees that, for tax reporting purposes, the Interest Income shall be allocated to the party to whom the Interest Income shall be disbursed and shall be reported in the year of disbursement on a Form 1099 INT for interest earned. The parties acknowledge and agree that Interest Income shall be credited to the Account for use by Receiver in implementing projects and paying expenses as required under the Consent Decree for the benefit of the Government of Guam.

IRS Circular 230 Disclosure. Citigroup, Inc., its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances for an independent tax advisor.

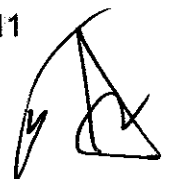
Term. The term of this Agreement shall be for a period of one (1) year, and shall automatically renew for subsequent one (1)-year terms unless either party gives notice on non-renewal at least forty five (45) prior to the expiration of such term. Either party may terminate this Agreement by giving sixty (60) days' notice in writing to the other party. This Agreement shall automatically terminate if the Account is closed during the term of this Agreement and a new account is not designated by Client, or Client closes all of its checking and savings accounts with Citibank.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Guam in effect either at the time of execution of the Agreement or at any time during the term.

Authorized Representatives. The individuals who are designated as Client's authorized representatives and agent under this Agreement are indicated in the Client Profile Sheet, attached as Exhibit A.

Client shall notify Citibank in writing, prior to changing any of its authorized representative(s) designated above.

Instructions and Directions. Citibank shall be deemed to have received appropriate "instructions" or "directions" upon receipt of written instructions or directions, or in the case of cash movement, written or oral instructions or directions, (a) signed or given by person(s) whose name(s) and signature(s) are listed on the most recent certificate delivered by Client to Citibank which lists those persons authorized to give orders, corrections and instructions in the name of and on behalf of the Client or (b) signed or given by any other person(s) duly authorized by Client to give instructions or directions to Citibank hereunder or whom Citibank reasonably believes to be so authorized, including but not limited to an investment adviser or other agent designated in writing by Client.



Compensation. The Client covenants and agrees to pay Citibank's fees and expenses specified in Exhibit B. In the event that such fees or expenses, or any other obligations owed to Citibank (or its counsel) are not paid to Citibank within 45 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then Citibank may apply to the District Court for an order allowing it to pay such fees from the Assets and sell, convey or otherwise dispose of any Asset for such purpose.

Precedence of Other Citibank Forms and Documents; Modifications to Client Manual. In the event of any conflict between this Agreement and any other Citibank forms, policies, and agreements relating to the Account, this Agreement shall take precedence. Without limiting the generality of the foregoing, Citibank acknowledges that the following provisions of the Client Manual, Citibank, N.A., Guam Branch, Effective July 7, 2008 ("Client Manual"), are superseded by this Agreement or are otherwise inapplicable to the Account:

Account Errors. Client shall have thirty (30) days to notify Citibank in writing of errors, discrepancies, etc.

Fees and Charges. Deleted (superseded by this Agreement).

Amendments / Changes to This Manual. Deleted. Any amendments/changes to the Client Manual applicable to the Account shall be made by an amendment to this Agreement signed by all parties and approved by the District Court.

Legal Process. Delete references to fees in the first paragraph, and delete the "Attorney's Fees" paragraph entirely (superseded by this Agreement).

Governing Law. Delete "We reserve the right to use the courts of any country where we can establish jurisdiction; and, without limiting the generality of any of the foregoing,".

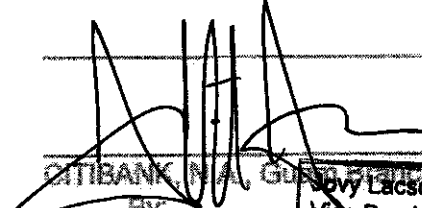
Notice of Errors. Change 14 days to thirty (30) days

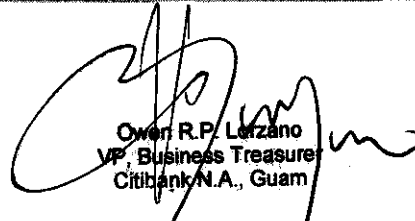
Approval of District Court. Pursuant to the terms of the October 22 Order, this Agreement is subject to the approval of the District Court. Client shall use reasonable efforts to obtain, and Citibank shall use reasonable efforts to cooperate with Client to obtain, such approval.



Modification. This Agreement shall not be modified except in writing signed by the parties.

This Agreement has been executed by the parties on this 2nd day of JANUARY, 2009


CITIBANK N.A. GUAM BRANCH
By: Jovy Lacson
Title: Vice President
Citibank N.A., Guam


Owen R.P. Lutzano
VP, Business Treasurer
Citibank N.A., Guam

Client: Gershman, Brickner & Bratton, Inc. in its capacity-as Receiver for the Solid Waste Management Division of the Department of Public Works of the Government of Guam

By: 
Harvey W. Gershman
President

EXHIBIT A: Trustee Services Client Profile Sheet

GBB THE

Account Title: Receiver for Government of Guam DPW SWMD	Customer Number
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Check one: New Setup Maintenance Delete Effective Date: January 5, 2009

Contact Name: James A. Plutino Phone 703-663-2428
Mailing Address: GBB; 6550 Arlington Blvd.; Suite 304; Fairfax, VA 22031-4820

The individuals who are designated as Client's authorized representatives and agent under this Agreement are:

Name (s)	Signature	Date of Birth	Tel Number	Email Address
Harvey W. Gershman		REDACTED	703-663-2424	hgershman@gbbinc.com
David L. Manning		REDACTED	616-830-1200	dmanning@gbbinc.com
James A. Plutino		REDACTED	703-663-2428	jplutino@gbbinc.com

Fees: Passed through to Account # REDACTED

Client: Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Solid Waste Management Division of the Department of Public Works of the Government of Guam

Signature Date December 31, 2007

Citibank Signature Date 1/2/2008

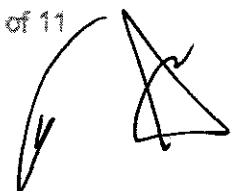
Joy Lacson
Vice President
Citibank N.A., Guam

Owen P. Lorzano
VP Business Treasurer
Citibank N.A., Guam

EXHIBIT B: Schedule of Fees

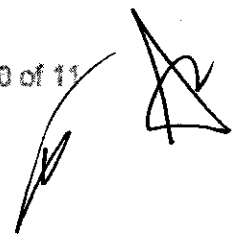
Services	FIN
Checks Paid	No charge for first 300. \$0.10 per unit thereafter
Account Maintenance	No Charge
Customer Deposits Received	No Charge
Over the counter Charges	
House Checks	No Charge
Local Bank Checks	No Charge
Off-Island Bank Checks	No Charge
Return Check Charges	No Charge
Cash Deposit	No Charge
Wire - Email notification	\$10 per unit.
Cash Management Services	
Primary Concentration Acct	\$20.00 per unit
Sub Concentration Acct	No Charge
Stop Payment Charge	\$20 per unit
FDIC	No Charge

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Citibank Service	Exclusive for GSB
Free Withdrawal Transactions	300 free withdrawals
Excess withdrawal Transactions charge	\$0.10 excess charge
Incoming Telegraphic Transfer	Free
Outgoing Telegraphic Transfer	\$30
Notary Services	Waived
Manager/ Cashier Check	Waived
Return Deposit Checks	Waived
Check Book Order (Intro Kit)	Waived
Currency pick up fee	Free
Minimum balance fee	None
Total Relationship Balance Monthly Fee	None if meet \$250,000 TRB

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1	Initial Acceptance Fee:	\$ 0 none
2	Annual Administration Fee – depending on Balance Relationship	\$ Up to 1,320 annual (\$100/month)
3	Disbursement Fee: Free withdrawals up to 300 debits/per month	Waived
4	Investment Fees – placement within Citibank Guam	\$ 0 none
5	Outside Counsel, if any (one time fee; please discuss and provide not to exceed amount):	At Cost of legal counsel
6	Out of Pocket Expenses (Itemize and Explain)	Varies, depending on the requirements of detailed procedures
7	Other Charges not identified in the RFP, including, but not limited to, other transaction charges, other provisions of collateral, if required	Varies, depending on the requirements of detailed procedures
8	Please provide estimated initial and annual fees for transaction Initial – refer to Item #1 Annual – refer to Item #2	\$ 0 none \$ Up to 1,320 annual (\$100/month)

Citibank reserves the right to negotiate with Client reasonable fees for services for unanticipated or not existing at the time of the awarding of the contract. Citibank may, at its option, contract for them through an alternative process. Citibank will have access to accredited legal and professional firms, and may call upon Citigroup affiliates which can be utilized, depending on the expanded scope and needs.