

BUSINESS BANKING

Application submission form for credit requests up to \$250,000



I. Applications for Business Banking Loans/Lines are currently processed by multiple Credit Centers. The chart below details where the various types of completed packages should be submitted during this transition period. Please check whether this application request meets any of the below criteria and submit this form along with the application documents for credit requests up to \$250,000.

APPLICATION REQUEST (Check one)

SEND TO

- All credit requests that are referred by Smith Barney to Business Banking for any amount
- All business credit requests from Boston and Philadelphia regions for any amount
- All increases or new credit requests which would result in an aggregate credit request greater than \$100,000 and up to \$250,000 (and aggregate credit exposure must not exceed \$300,000)
- Combined Line/Loan Credit Request & Letters of Credit

Texas Credit Center

Preferred submission method:

FAX: 866-608-2381

Alternate option for submission:

MAIL: Texas Credit Center
3950 Regent Blvd
Mail Stop S1A 110
Irving, Texas 75063

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- All increases or new credit requests which would result in an aggregate credit exposure up to \$100,000

Glendale Credit Center

Preferred submission method:

FAX: 866-529-1697

Alternate option for submission:

MAIL: Business Banking Credit Center – Glendale
201 West Lexington Drive
6th floor
Glendale, CA 91203

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- All requests for Letters of Credit only

Central Credit Administration Unit (CCAU)

Preferred submission method:

MAIL: One Court Square
19th floor / Zone 9
Long Island City, NY 11120

Alternate option for submission:

FAX: (718) 248-0514

II. Required only if Business credit card request included on application

Please confirm delivery of appropriate disclosure for clients requesting a business credit card (required for legal and compliance purposes):

- The CitiBusiness® Visa® Card with ThankYouSM Legal Disclosure was given to the client

Sales Officer Name _____

Sales Officer Signature and Stamp _____

APPLICANT – PLEASE RETAIN THIS NOTICE

Important Information About Opening a New Account at Citibank

To help the United States Government fight terrorism and money laundering, Federal Law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your name, street address, date of birth, and identification number, such as a social security number or taxpayer identification number. For businesses, we will ask for the business name, street address and tax identification number. Federal law requires us to obtain this information. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

Equal Credit Opportunity Act – Regulation B Notice (Applicable for credit requests to Citibank, N.A. only)

We may ask for additional information as we process your request for credit. If required information is missing and we do not receive it within 15 days from the date of receipt of this application, we may not be able to give further consideration to your request for credit.

NOTICE: The federal Equal Credit Opportunity Act prohibits Citibank from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is as follows:

Creditor	Citibank, N.A.
Federal Agency	Office of the Comptroller of the Currency Customer Assistance Unit 1301 McKinney Avenue, Suite 3710 Houston, TX 77010

Pursuant to Regulation B of the Federal Reserve Board, if Citibank denies this application for credit or any subsequent renewal thereof, the Applicant has the right to a written statement of the specific reasons for the denial. To obtain this statement, please write to the Business Banking Credit Center, 201 W. Lexington Drive, 6th Floor, Glendale, CA, 91203 or call us at (800) 326-6690 within 60 days from the date you are notified of Citibank's decision. Citibank will send the Applicant a written statement of the reasons for denial within 30 days of receiving this request.

Credit Scoring, based on personal and credit data of the business owner(s)/guarantor(s), may be used in the evaluation of a credit request.

Applicant, Owner and Guarantor Credit Information (Applicable to all credit)

By applying to Citibank, N.A. and Citibank (South Dakota), N.A. (individually and collectively as applicable, "Citibank") for credit: (i) each Applicant, Owner and any Guarantor affirm that the application and any supporting documents are accurate and complete; (ii) each Applicant, Owner and Guarantor agree to notify Citibank of any material change in the business or information provided, (iii) as permitted by law, each Applicant, Owner and any Guarantor authorize Citibank to share account information and information contained in this Application and in any credit report on each Applicant, Owner, and Guarantor with other Citibank affiliates and with others for the purpose of considering eligibility for their products, including banking, insurance and investment products, (iv) each of the undersigned consents to disclosure to the others of information about themselves used in connection with this application and any subsequent loan; (v) each Applicant, Owner and Guarantor affirms that the credit will be used for business related purposes and may not be used for personal, family, or household uses, and (vi) each Applicant, Owner, and Guarantor affirm that Citibank reserves the right to request additional information if needed, including the right to request copies of Applicant's, Owner(s)' and Guarantor(s)' Federal Income Tax Returns from the Internal Revenue Service.

Each Applicant, Owner and Guarantor authorizes Citibank to obtain his or her individual consumer credit report in connection with Applicant's application(s) and any subsequent updates, renewals and extensions of credit. Citibank may at any time in the future obtain additional credit reports on each Applicant, Owner and Guarantor. Upon request, Citibank will inform the requesting Applicant, Owner or Guarantor if a credit report has been obtained against the requesting individual, Applicant or any Owner, Guarantor, and will give the requesting individual the name and address of the reporting agency.

Each Applicant, Owner and Guarantor acknowledges that it is a federal crime to provide false or misleading information to a federally-insured financial institution. Conviction is punishable by fine, imprisonment, or both, pursuant to 18 U.S.C. Section 1014. If any part of this information should be false or misleading, the signer(s) will, if Citibank demands, immediately repay any or all debts, both the applicants' and those debts guaranteed for others. Citibank does not have to give prior notice to demand payment.

If this application includes a request for a credit card from Citibank (South Dakota), N.A.:

By submitting this Application, the Business and the person signing as Owner/Principal/ Authorized Officer ("You") request that Citibank (South Dakota), N.A. ("CBSD") establish a business credit card account ("Card Account"), and issue a business credit card ("Card") accessing such Card Account to You and any additional Cardholders You have designated. You understand that all information provided in this application must be verifiable and accurate. Both of You shall be liable individually and jointly for all charges and balances on the Card Account. The Card Account established and Cards issued hereunder shall be used only for business purposes and shall be governed by the cardmember agreement ("Card Agreement") provided when the Card is issued, and as it may be amended from time to time. By using the Card, authorizing its use or not canceling the Account within 30 days after receipt of the Card, You agree to the terms of the cardmember agreement, which will be sent with the Card.

If this application for a Card Account is approved, a specific credit line will be assigned based upon the credit report of the individual and/or the credit report of the Business. Once You receive the Card, You must contact CBSD if a higher credit line is desired. You understand that CBSD may require that you submit additional documentation, such as the Business' financial statements, in order to process your request for a credit line increase. The Authorized Officer must be 18 years of age or older. This Card Account is only available if the Business does not already have the CitiBusiness® Card that it is applying for here and, within the previous 90 days, has not applied for or received the same CitiBusiness® Card.



BUSINESS BANKING CREDIT APPLICATION AND AGREEMENT

For credit requests up to \$250,000 continued



I. BUSINESS APPLICANT INFORMATION

Legal Business Name (Under which tax returns are filed. Individual name if Sole Proprietor):		Trade Name/DBA Name (if any):	
Business Street Address (No PO Boxes) <input type="checkbox"/> Check if this is a home-based business		City	State Zip
Mailing Address if Different		City	State Zip
Business Phone	Business Fax	Federal Tax ID Number	Organized under laws of: (Indicate State/Jurisdiction)
Date Business Established	Date Current Management Started	Last Year's Annual Revenues (from Tax Return)	# of employees
Legal Entity Type¹ <input type="checkbox"/> Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> S Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: <input type="checkbox"/> C Corporation <input type="checkbox"/> Limited Liability Partnership		Type of Business <input type="checkbox"/> Financial/Insurance Services <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Transportation/Comm. <input type="checkbox"/> Contracting <input type="checkbox"/> Professional Services <input type="checkbox"/> Retail Trade <input type="checkbox"/> Agriculture/Forestry/Fishing <input type="checkbox"/> Other: <input type="checkbox"/> Real Estate Services <input type="checkbox"/> Manufacturing	
Please describe your products and/or services			Website
Have you interacted with a Broker in connection with this credit request? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, Broker Name and phone # _____ Fees Paid/Payable \$ _____			
<input type="checkbox"/> Please check here if the business name or guarantor has changed within the past year			

II. CREDIT REQUEST (UP TO \$250,000 IN AGGREGATE)²

Product	Amount Requested	Purpose
Business Checking Plus	\$ _____ Link to Checking Acct. # _____	Overdraft protection
Business Credit Account ³	\$ _____ <input type="checkbox"/> SBAExpress	Short Term Business Operating Needs: <input type="checkbox"/> Working Capital <input type="checkbox"/> Debt Consolidation <input type="checkbox"/> Trade Discounts <input type="checkbox"/> Other: _____
Business Installment Loan ³	\$ _____ Amortized over <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 months <input type="checkbox"/> SBAExpress	<input type="checkbox"/> Purchase fixed assets <input type="checkbox"/> Leasehold improvements <input type="checkbox"/> Business expansion <input type="checkbox"/> Permanent working capital <input type="checkbox"/> Other _____
Business Installment Loan (with 6-month draw) ³	\$ _____ Amortized over <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 months <input type="checkbox"/> SBAExpress	
Standby Letter of Credit ⁴	\$ _____	<input type="checkbox"/> Performance Guarantee <input type="checkbox"/> Rent Security <input type="checkbox"/> Bond Issuance
Commercial Letter of Credit ⁴	\$ _____	<input type="checkbox"/> Import Merchandise <input type="checkbox"/> Other: _____
CitiBusiness [®] Visa [®] Card with ThankYou SM Network	\$ _____	Business Credit Card
TOTAL	\$ _____ <input type="checkbox"/> Check here if this is an increase to existing credit relationship with Citibank	

III. BUSINESS BANK ACCOUNT AND DEBT INFORMATION ATTACH ADDITIONAL SHEET IF NECESSARY

Creditor Name	Account Number	Loan Type ⁵	Original/Commitment Amount	Current Balance	Monthly Payment	Refinance with this request?
1) _____	_____	_____	\$ _____	\$ _____	\$ _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2) _____	_____	_____	\$ _____	\$ _____	\$ _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3) _____	_____	_____	\$ _____	\$ _____	\$ _____	<input type="checkbox"/> Y <input type="checkbox"/> N
4) _____	_____	_____	\$ _____	\$ _____	\$ _____	<input type="checkbox"/> Y <input type="checkbox"/> N

IV. PERSONAL INFORMATION⁶

All owners must complete this entire section, as well as the Agreement and Personal Guarantee section on the reverse side. Ownership should total at least 51% (81% if SBA). If additional space is necessary, please copy the application, complete this section, sign the Agreement and Personal Guarantee section and attach. **If your spouse is an owner of this business, check this box:** and provide detailed information required in the "Owner 2" section below.

Owner 1 First Name	MI	Last Name	Title	Owner 2 First Name	MI	Last Name	Title
Ownership %	Social Security Number	Birthdate		Ownership %	Social Security Number	Birthdate	
Home Address (PO Box not acceptable)	<input type="checkbox"/> Own <input type="checkbox"/> Rent			Home Address (PO Box not acceptable)	<input type="checkbox"/> Own <input type="checkbox"/> Rent		
City	State	Zip Code		City	State	Zip Code	
Home Phone:	Years at present address:	U.S. Citizen ⁷ <input type="checkbox"/> Yes <input type="checkbox"/> No		Home Phone:	Years at present address:	U.S. Citizen ⁷ <input type="checkbox"/> Yes <input type="checkbox"/> No	
Assets:	Debts:			Assets:	Debts:		
Cash: \$	Credit Card: \$			Cash: \$	Credit Card: \$		
Securities: \$	Installment: \$			Securities: \$	Installment: \$		
Home Value: \$	Home Mortgage: \$			Home Value: \$	Home Mortgage: \$		
Other Real Estate: \$	Other R.E. debt: \$			Other Real Estate: \$	Other R.E. debt: \$		
Pension Funds: \$	Other debts: \$			Pension Funds: \$	Other debts: \$		
Other: \$	Other debts: \$			Other: \$	Other debts: \$		
Annual Income: \$	Monthly Mtg/Rent: \$			Annual Income: \$	Monthly Mtg/Rent: \$		

1 If it is a not-for-profit request, please apply using the standard application process, which requires submission of additional financial information.
2 All credit products are provided by Citibank, N.A. with the exception of the CitiBusiness Visa Card with ThankYou Network which is issued by Citibank (South Dakota), N.A., which will hold and service your credit card account if approved

3 You will automatically be considered for a U.S. Small Business Administration Loan if you do not qualify for the product requested.
4 Please complete Letter of Credit Application
5 Loan Type: **LOC** - Line of Credit; **Term** - Installment Loan; **MTG** - Commercial Mortgage; **CC** - Credit Card
6 All information supplied is subject to verification.
7 If no, provide a photocopy of the documentation for your residency status.

BUSINESS BANKING CREDIT APPLICATION AND AGREEMENT

For credit requests up to \$250,000 continued



V. BUSINESS/GUARANTOR INFORMATION

Does the business or the guarantor(s) have open tax liens or judgments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are any assets of any guarantor held in trust?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the business or the guarantor(s) owe any federal or state taxes that are delinquent?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are more than 20% of sales to one customer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the business or its guarantor(s) contingently liable as endorser or guarantor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is any Business Owner or Guarantor designated as a Senior Public Figure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the business and/or guarantor(s) filed bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If you answered Yes to any of the above, please attach a written explanation.	

VI. BUSINESS ASSET INFORMATION (Please complete only if request with existing loans does not exceed \$250,000)

Business Liquid Assets	\$ _____	As of Date: _____	Include Cash and Marketable Securities only
Accounts Receivable	\$ _____	As of Date: _____	Amounts up to 90 days due \$ _____ Amount > 90 days \$ _____
Inventory	\$ _____	As of Date: _____	Exclude obsolete inventory
Real Estate	\$ _____	As of Date: _____	Most recent appraised value – if multiple properties, attach schedule
Fixed Assets	\$ _____	As of Date: _____	Net of Depreciation and assets not subject to another lender lien
New Equipment	\$ _____	As of Date: _____	Cost of Equipment being purchased with this request (provide invoice copies if available)

VII. BUSINESS CREDIT ACCOUNT/BUSINESS INSTALLMENT LOAN WITH 6-MONTH DRAW – AUTHORIZED SIGNERS FOR CHECKS

First Name	MI	Last Name	Title	First Name	MI	Last Name	Title
Signature				Signature			
Signature				Signature			

VIII. AUTHORIZING RESOLUTION

I, hereby certify that I am a duly authorized representative of the business entity listed in Section I of this Application and that on the _____ day of _____, at a meeting of the Board of Directors, members, managers or partners of said organization duly called and held the following resolutions were duly adopted; RESOLVED that any of the officers, members, managers or partners of this organization may complete a Citibank Business Credit Application and Agreement and if such Application and Agreement is approved by Citibank, N.A. and/or Citibank (South Dakota), N.A. as applicable, the organization shall then be obligated to fulfill all the terms and conditions of the respective credit or loan agreement which it shall thereafter receive; and it is FURTHER RESOLVED that any of the officers, members, managers, partners or the employees of the organization are hereby authorized to do all things necessary or desirable to carry the foregoing resolution into effect. The following persons hold the following positions of authority of said organization.

Name _____ Title _____ Name _____ Title _____

Signature: _____ Date: _____

If Secretary signed above, the signature of another official is required below.

Witnessed by: _____ Date: _____

Sole Proprietorship, Partnership, Limited Liability Partnership, Limited Partnership, or Limited Liability Company (LLC)

The undersigned being either (1) sole proprietorship, (2) all of the partners or (3) for LLC's, the designated Managers, Members, employees or agents of the Applicant or (4) for Limited Partnerships, the general partners, agree to all the terms of the Acknowledgement and Authorization, Security Agreement and Personal Guarantee and Collateral Agreement.

(Signature and Date) _____ (Signature and Date) _____ (Signature and Date) _____

(Signature and Date) _____ (Signature and Date) _____ (Signature and Date) _____

IX. AGREEMENTS (APPLICABLE TO CREDIT PRODUCTS PROVIDED BY CITIBANK, N.A. ONLY)

PERSONAL GUARANTEE AND COLLATERAL AGREEMENT

I/we individually and personally, jointly and severally, absolutely and unconditionally guarantee to Citibank, N.A. ("Citibank") and its successors, endorsees and assigns the prompt payment of each and every obligation and liability of every nature and description of the Applicant identified on the reverse side of the Application to Citibank, whether now existing or arising in the future, including but not limited to all loans, interest, late charges, fees, and attorney fees ("Obligations"). I/we give this Guarantee in consideration of Citibank granting credit to the Applicant. I/we agree that all Obligations will become immediately due without prior notice or demand from Citibank if the Applicant at any time breaches any term or condition of the Obligations, or Account Agreement(s) for which the Applicant has applied. I/we agree to pay Citibank all of its cost, expenses, and legal fees in enforcing this Guarantee. This Guarantee will continue even if Citibank is unable, for whatever reason, to obtain payment from the Applicant or other guarantor, or if any of the collateral or persons or organization liable have been released or such Obligations are renewed or time for payment is modified (including increases) or extended. I/we waive presentment, demand, and notice of acceleration, and furthermore waive all rights of subrogation and any defense which could be asserted by the Applicant, the undersigned or other guarantor, to the maximum extent not prohibited by applicable law. This Guarantee contains the entire understanding between Citibank and me/us and may not be modified or terminated, except in a writing signed by Citibank. This Guarantee shall continue in effect unless and until I/we give written notice to Citibank terminating my/our future liability under this Guarantee, in which event I/we recognize that this Guarantee shall continue in effect with respect to any and all Obligations incurred prior to the time Citibank receives such notice, including the amount of any undrawn revolving credit line or commitment to lend, whether or not conditional.

As additional collateral security for the payment of any and all Obligations of the Applicant to Citibank, I/we grant to Citibank a security interest in and a lien upon and right of offset against all moneys, deposit balances, securities or other property or interest therein of mine/ours or at any time hereafter held or received by or for or left in the possession or control of Citibank or any of its affiliates, whether for deposit, safekeeping, custody, transmission, collection, pledge or for any other or different purpose.

This Personal Guarantee and Collateral Agreement is an individual personal liability whether or not signed below in an individual capacity or with any descriptive terms placed after the signer's name.

(continued)

BUSINESS BANKING CREDIT APPLICATION AND AGREEMENT

For credit requests up to \$250,000 continued



SECURITY AGREEMENT

In this section, the words You, Your and Yours mean the undersigned Applicant and Guarantor(s), jointly and severally if more than one. The words We, Us, and Our mean Citibank. For approvals where Applicant's aggregate Obligations to Citibank exceed \$100,000, as security for your payment and performance under this Agreement and any other obligations owed to us, you hereby grant Us a security interest in all of your now owned or later acquired personal property and fixtures, and all proceeds and products thereof (all herein referred to as the "Collateral") including without limitation all accounts (including health-care-insurance receivables), goods (including inventory, equipment and any accessions thereto), chattel paper (whether tangible or intangible), investment property, documents, instruments (including promissory notes), letter-of-credit rights, (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, any money or deposit accounts with or held by us or by another depository institution, and any certificates of deposit or other collateral pledged to us in a separate agreement, supporting obligations, any other contract rights or rights to the payment of money, payment intangibles, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, good will, and all licenses, permits, agreements of any kind or nature pursuant to which you possess, use or have authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of yours, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics. Our security interest will be a first priority security interest. Collateral does not include assets in IRAs, Keogh Plans or other tax-qualified retirement plans. You will promptly notify us of any change concerning the Collateral's location, or any change in your name or place(s) of business, and will provide other information concerning the Collateral, which we may request. You will not grant or allow to exist any other security interest in the Collateral without our prior written consent. You will maintain insurance on the Collateral in form and amount satisfactory to us. Upon our demand, you will deliver any Collateral to us, make a payment of any obligation and/or execute any documents or perform any acts we request to protect our security interest in the Collateral. After default, we shall have all of the rights of a secured creditor under the Uniform Commercial Code, then in effect in your state and at our request, you will assemble the Collateral and make it available to us at a time and place designated by us, which will be reasonably convenient to you and us. In the event of sale or other disposition of any Collateral, we may apply the proceeds of any such sale or disposition first to the payment of our costs in retaking, holding and preparing for sale the Collateral, including without limitation our reasonable attorneys' fees. You shall be liable for any deficiency after such sale, including without limitation a sale of accounts or chattel paper.

You hereby authorize us to file at your expense any financing statements to perfect the security interest granted herein and hereby grant us a power of attorney to take any action or execute, file and deliver any document (including without limitation financing statements and amendments thereto) which we deem necessary to protect our security interest and realize on such collateral.

ACKNOWLEDGMENT AND AUTHORIZATION (Please sign and date your Application)

In this section, the words "You," "Your" and "Yours" mean the undersigned Applicant and Guarantor(s), jointly and severally if more than one. The words "We," "Us," and "Our" mean Citibank, N.A. You acknowledge receipt of the page attached to this application, which contains the Equal Credit Opportunity Act - Regulation B Notice and the Applicant, Owners, Guarantor Credit Information provisions, which have been read and agreed to by You.

You certify that this Application is true and complete; that the loan proceeds are to be used exclusively for business related purposes; and that the transactions herein contemplated have been duly authorized by You.

If approved, a loan or credit line will be extended to You. In addition or as an alternative to the credit you have requested, you may, from time to time, be offered a Business Checking Plus, Business Credit Account, Business Installment Loan or a Small Business Administration (hereafter "SBA") guaranteed loan such as our SBAExpress loan (if you are able to meet SBA eligibility requirements and return our completed SBA documentation).

If all or any part of such a loan or credit line is kept or used, you agree to be bound by the terms and conditions herein, the product specific Account Terms and Conditions and the approval letter(s) which will be mailed to you at the address reflected on this Application and Agreement. These documents will advise you of the approval, interest rate, repayment terms applicable law and other terms and conditions, which are incorporated herein by reference.

Using Your Account: If we agree to make credit available to you through a Business Checking Plus, Business Credit Account or Business Installment Loan ("Account"), you agree that by writing checks, accepting loan proceeds or making withdrawals for more than you have in your Citibank checking account or otherwise accessing your Account, you will have automatically requested a loan from your Account and you promise to pay any such loan in accordance with the terms and conditions of the Account(s). You authorize Citibank to deduct monthly loan payments from your Citibank business checking account.

WAIVER OF JURY TRIAL

YOU AND WE IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS APPLICATION AND AGREEMENT TO THE EXTENT PERMITTED BY LAW.

X. SIGNATURES FOR ALL BUSINESS CREDIT

By signing below, I/we both personally and on behalf of the business, jointly and severally, agree to the terms of the Personal Guarantee and all the other terms and conditions set forth in this Application and Agreement. If this Application includes a request for a credit card I understand that the person signing as "Owner/Principal/Authorized Officer" will be jointly and severally liable on the credit card account. Important information about credit cards rates and fees and other costs as well as ThankYou® Terms and Conditions are contained in the document titled "CitiBusiness® Visa® Card with ThankYouSM Legal Disclosures," a copy of which I acknowledge having already received.

For Business Credit Account Only: All signatures appearing below are authorized to sign checks on the Business Credit Account.

Owner/Principal/Authorized Officer and Date

Owner/Principal and Date

Owner/Principal and Date

Owner/Principal and Date

Owner/Principal and Date

Owner/Principal and Date

For Citibank Use Only: Owner/Guarantor ID Verification

Citibank Associate Name: _____ P#: _____ Phone #: _____ FC#: _____

Type of ID: _____ Signature: _____ Date App Received by Sales Officer _____

BUSINESS BANKING

STREAMLINED/STANDARD APPLICATION CHECKLIST

For Credit Requests up to \$250,000 (FOR INTERNAL USE ONLY)



FOR ALL APPLICATIONS (EXCEPT LETTER OF CREDIT REQUESTS – SEE BELOW)

(STREAMLINED/STANDARD APPLICATION REQUESTS UP TO \$250,000)

- Yes Business Banking Credit Application (US53081),* fully completed, signed and dated by the owners, at minimum, 51% of the ownership for Streamlined application requests and 81% of the ownership for SBA Express requests. If owner(s) check Non-U.S. Citizen box on application, include copy of owner(s)' Green Card (be sure to delete owner's picture)
- Please ensure these sections of the Business Banking Credit Application (US53081) are completely filled:*
- Yes NA Business Bank Information section in the Credit Application completely filled
- Yes NA Personal Information section in the Credit Application completely filled
- Yes NA If credit request is for a home based business, please attach utility or phone bill or tax return
- Yes NA If aggregate Business debt with the request exceeds \$25,000, a completed Observations At The Place of Business* (NFC0746CB)
- Yes NA If Applicant is a prospect or Business depositor of less than three months, most recent month's complete bank checking statements for Applicant's operating account
- Yes NA If Applicant is a partnership, a copy of the partnership formation documents or name affidavit

PLUS

PHYSICIAN'S LOAN PROGRAM REQUESTS

- Yes NA Copy of current medical license
- Yes NA Copy of most recent Curriculum Vitae
- Yes NA Copy of current malpractice insurance reflecting named insured as applicant or owner of applicant

FOR LETTER OF CREDIT REQUESTS:

- Yes This Business Banking Streamlined Application Checklist (US53008W),* signed and dated by Citibank associate on Page 2
- Yes Completed Letter of Credit Checklist (NFC0992CB) (Submit all forms required per this checklist)

*Can be found on Citibanking North America Website at <http://citiweb.citicorp.com/banking/useb/forms/cbforms.html>

BUSINESS BANKING CREDIT CENTER

For Credit Requests up to \$250,000 (FOR INTERNAL USE ONLY)

(PLEASE PRINT LEGIBLY)



BUSINESS INFORMATION

Legal Name of Business: _____

Has there been a change (since last tax return) in the ownership of the business? Yes No
If yes, provide a copy of the Buy-Sell Agreement.

Has there been a change (since last tax return) in the legal status of the business? Yes No
If yes, provide a copy of the legal documentation reflecting the change.

SALES OFFICER INFORMATION

Sales Officer Name: _____ Personnel #: _____ Financial Center #: _____

Telephone #: _____ Phone #: _____ Fax #: _____

Address: _____ City: _____ State: _____ Zip: _____

Source of Referral: CPA Existing Client Direct Mail Other _____
 Attorney Prospect Broker (Name)* _____

Promotion Name: _____ Promotion/Exception** Pricing: _____

OWNERSHIP INFORMATION

List all Owners (must equal 100%)	% Ownership	Describe responsibilities/duties

If more than 4 owners, please provide details on an additional sheet.

BUSINESS DEBT SCHEDULE***

To Be Refinanced	Creditor's Name	Type	Balance	Payment	Account #
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Term <input type="checkbox"/> Rev	\$ _____	\$ _____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Term <input type="checkbox"/> Rev	\$ _____	\$ _____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Term <input type="checkbox"/> Rev	\$ _____	\$ _____	_____

TELL US ABOUT THE BUSINESS AND/OR REQUEST

(Information that will assist in the review of the request. If multiple-product request, provide client's priority of products.)

I have met with the client, and the information provided is a true representation of the facts as they exist at the time of submission of this form. The Business Banking Credit Center may contact the client to verify any information provided. In keeping with Citigroup's "Anti-Money Laundering" policies, I certify that I know the applicant and that this transaction is consistent with the applicant's business profile.

Signature: _____ Date: _____

Stamp: _____

* If Source of Referral is a Broker, Broker must provide 2 years' financial statements (business and personal) for review and approval by Citibank.

Broker sourced deals will be subject to additional scrutiny by the CitiBusiness Credit Center.

** Attach properly signed exception pricing approval or coupon.

*** If more space is required, please refer to Debt Schedule Form (NFC0496CB).

OBSERVATIONS AT PLACE OF BUSINESS



Account Title _____

VISIT INFORMATION

Date	Time	Time Spent	Visit Contact Name
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Address Visited	Location Type <input type="checkbox"/> Primary Office <input type="checkbox"/> Secondary Location (Branch Office /Warehouse/etc.)
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TYPE OF BUSINESS

- | | | |
|---|---|---|
| <input type="checkbox"/> Business Accepting Third-Party Checks
<input type="checkbox"/> Car/Boat/Plane Dealership
<input type="checkbox"/> Electronics (Wholesale)
<input type="checkbox"/> Financial Institution
<input type="checkbox"/> Gambling/Gaming (>20% of business activity)
<input type="checkbox"/> Gas Stations
<input type="checkbox"/> Home Based Business | <input type="checkbox"/> Import/Export
<input type="checkbox"/> Internet Business
<input type="checkbox"/> Investment Management Company
<input type="checkbox"/> Jewelry/Gems/Metals
<input type="checkbox"/> Money Management
<input type="checkbox"/> Non-Bank Financial Institution
<input type="checkbox"/> Off-Shore (Foreign) Corporation/Business | <input type="checkbox"/> Personal Investment Company
<input type="checkbox"/> Stock Brokerage
<input type="checkbox"/> Telecommunication/Phone Cards/Phone Center
<input type="checkbox"/> Travel Agency
<input type="checkbox"/> Used Car Sales
<input type="checkbox"/> Venture Capital Companies
<input type="checkbox"/> Other: |
|---|---|---|

VISIT DESCRIPTION

Estimate Square footage/space occupied	Type of Space: <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Rented/Leased Office Suite (within a shared facility)	<input type="checkbox"/> Sublet <input type="checkbox"/> Concession <input type="checkbox"/> Non-Commercial (Home/Apartment)
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Number of Employees on Premises _____

Describe Customer Traffic (or activity observed during visit):

Inventory Visible? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes- Describe Inventory: _____
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How is business paid? <input type="checkbox"/> Cash <input type="checkbox"/> Checks <input type="checkbox"/> Charge	<input type="checkbox"/> Wires <input type="checkbox"/> Other Details: _____
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Other relevant observations or information:

Did your observations agree with your expectations for this type of business? Yes No

Explain:

Other Conclusions/Comments/Information:

UNLESS CHECKED BELOW, I PERSONALLY PHYSICALLY CONDUCTED THE ABOVE DESCRIBED PLACE OF BUSINESS VISIT. THE INFORMATION PROVIDED IS AN ACCURATE AND COMPLETE REPRESENTATION OF MY OBSERVATIONS AT THE PHYSICAL VISIT.

- This is a Home Based Business. No physical visit was conducted.

NO MATERIAL INFORMATION HAS BEEN WITHHELD FROM THIS REPORT. ANY MISREPRESENTATION OF INFORMATION COULD BE GROUNDS FOR CORRECTIVE ACTION, INCLUDING DISMISSAL

Citibanker Signature and Stamp	Date
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SCHEDULE OF REAL ESTATE OWNED (FOR CREDIT REQUESTS UP TO \$250,000)



Title and Name of Property Address (Full street address, city, zip code)	% owned		S C *	M L	Year purchased	Purchase price	Market Value	Bank Name of Mortgage Loan	Loan Balance	Monthly Mortgage Payment	Monthly Rental Income	Annual Property Taxes	Annual Insurance Premium
	100%	25%											
1. _____													
2. _____													
3. _____													
4. _____													
5. _____													
6. _____													
7. _____													
8. _____													
9. _____													
10. _____													
11. _____													
12. _____													
13. _____													
14. _____													
15. _____													
TOTAL													

* S = Single Family Residence M = Multi-family units C = Commercial Real Estate L = Land (undeveloped)

DISCLOSURES for CitiBusiness® Card with ThankYouSM Network

Annual percentage rate (APR) for purchases	CitiBusiness® Card with ThankYou SM Network 13.24% variable
Other APRs	Balance transfer APR: As long as first balance transfer is completed within 12 months from date of account opening. 0% for 12 months from date of first balance transfer. After that, 13.24% variable. Cash advance APR: 23.24 % variable. Default rate: 32.24 % variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The CitiBusiness® Card with ThankYou SM Network rate for purchases and balance transfers equals the U.S. Prime Rate** plus 4.99%. The cash advance rate for all cards equals the U.S. Prime Rate** plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate** plus up to 23.99.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	Annual Membership Fee: CitiBusiness® Card with ThankYou SM Network: \$0
Minimum finance charge	50 cents.
Fee for additional cards	\$0.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.
<p>Transaction fee for cash advances: 3% of the amount of each cash advance, \$5 minimum.</p> <p>Transaction fee for balance transfers: 3% of the amount of each balance transfer, \$5 minimum, \$50 maximum.</p> <p>Late fee: \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; and \$39 on balances of \$250 and over.</p> <p>Over-the-credit-line fee: \$ 35.</p>	

* All your APRs may automatically increase up to the default APR if you default under any cardmember agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored.

** For each billing period we use the U.S. Prime Rate published in *The Wall Street Journal* two business days prior to the Statement/Closing Date for that billing period.

*** Factors considered in determining your default rate may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

We apply your payments to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Rates, fees, and terms may change: We have the right to change the rates, fees and terms at any time, for any reason, in accordance with the cardmember agreement and applicable law. These reasons may be based on information in the Business' or your credit report, such as failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

All account rates, fees and other cost information disclosed above are accurate as of July 1, 2007. To find out what may have changed after that date, call us at 1-800-58-APPLY.

TERMS AND CONDITIONS OF THANKYOUSM NETWORK

- ThankYou Network is offered to certain cardmembers (“you”) at the sole discretion of Citibank (South Dakota), N.A. (“we”), the issuer of your card account (“Card Account”). We may revise or terminate ThankYou Network or any portion thereof with 30 days’ prior written notice, and if we terminate ThankYou Network, you will only have 90 days from ThankYou Network termination date to redeem all your accumulated ThankYou Network points (“ThankYou Points”). However, we may change or substitute ThankYou Network rewards, as well as adjust ThankYou Point levels required for specific ThankYou Network rewards, at any time without prior notification. All ThankYou Network rewards are subject to availability. You may access continuously updated Terms and Conditions of ThankYou Network at www.thankyounetwork.com.
- Unless you are participating in a limited-time offer, you will earn three ThankYou Points for every dollar you spend at certain office supply merchants, and on professional services, and one ThankYou Point for every dollar you spend on all other purchases. Office supply merchants are defined as stand-alone merchants that primarily sell stationery and office supplies for business consumption. Professional services are defined as stand-alone tax preparation, accounting, bookkeeping, and legal services providers that provide their respective services to businesses.
- Purchases not eligible to receive the three points include, but are not limited to, purchases made at warehouse clubs, discount stores, department stores and convenience stores. In addition, online, catalog, mail order and telephone purchases are not eligible to receive three ThankYou Points unless the merchants identify the transactions as being made at an office supply, tax preparation, accounting, bookkeeping, or legal service provider. We do not determine whether merchants correctly identify and bill transactions as being made at an office supply, tax preparation, accounting, bookkeeping, or legal service provider. However, we do reserve the right to determine which purchases are eligible to receive the three ThankYou Points.
- You can earn up to 100,000 ThankYou Points during any calendar year (eligible purchases appearing on your January-December billing statements). Unless otherwise specified, the calendar year limit will include any bonus ThankYou Points you may be eligible to receive, even though such bonus points may not post to your Card Account until one to two billing cycles later. ThankYou Points expire three years from the end of the calendar year in which they are earned unless we terminate ThankYou Network, in which case you will have only 90 days from ThankYou Network termination date to redeem all your accumulated ThankYou Points.
- If you are approved for a Card Account, we will set up a ThankYou Network Member Account (“ThankYou Member Account”) for you. We will transfer ThankYou Points that post to your Card Account to your ThankYou Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.
- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points. Unless you reopen such Card Account within 90 days of closure, you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account.
- Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges and Card Account fees do not earn points unless otherwise specified. ThankYou Points post to your Card Account at the close of each billing cycle. Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.
- Purchases made with an additional employee card will earn ThankYou Points that will accrue to the account of the Authorized Officer. ThankYou Points can only be redeemed by the Authorized Officer, but may be used for another person.
- Please see the Program Guide you will receive after you become a cardmember for the Terms and Conditions of ThankYou Network, including a description of certain ThankYou Network rewards.