

The 5Star Corporate Card does what most business cards can't — *It tailors itself to meet the needs of your business*

Achieve greater control over your business expenses

The 5Star Corporate Card is more than a business credit card. It's a dynamic payment solution that combines all the functionality of business, fleet, purchasing and T&E cards into one account. No matter how you use it, the 5Star Corporate Card is an indispensable expense management tool that gives you better control over *how* and *where* your employees use their card, and *how much* they spend. This can mean a great cost savings for your business, as well as added convenience. When setting up your 5Star Corporate Card Account, you may choose to:

- ◆ Limit cardholder usage to specific vendors.
- ◆ Establish where a card may or may not be used, based on the merchant category code.
- ◆ Set limits on the number and dollar amount of transactions that can be authorized per card per day.
- ◆ Set different limits, as described above, for different employees, based on how each will need to use the card.

Choose among flexible credit limit, billing and payment options

Your 5Star Corporate credit card lets you manage the bill payment process more efficiently, and on a schedule that's convenient for you.

- ◆ Request a credit line to suit the needs of your business (up to \$100,000), and allow aggregate credit lines assigned to your employees to exceed the total credit line of the business – as long as the aggregate balance owed stays below the business limit.
- ◆ Choose to receive individual or combined billing statements.
- ◆ Choose the week during the month you would like your account to bill.
- ◆ Receive 25 days in which to pay your bill without incurring finance charges, if your prior month's balance was paid in full.
- ◆ Enjoy a low APR if you need to revolve a balance – and the more established your business's credit history, the lower your APR can be.

Enjoy benefits and services that make smart business sense

The 5Star Corporate card provides a comprehensive suite of benefits that insure, assist and protect your employees traveling on company business, and also protect and warrant those business purchases made at home. These benefits and services include:

- ◆ \$1,000,000 free travel accident insurance when your ticket is purchased with your Corporate credit card
- ◆ Up to \$3,000 lost luggage reimbursement
- ◆ Free auto rental insurance, which can save your business up to \$15 per day per card
- ◆ Emergency roadside, travel, medical and legal assistance
- ◆ Up to \$30,000 liability protection from unauthorized employee charges
- ◆ Purchase assurance, which insures items up to 90 days from purchase
- ◆ Extended warranty protection, which doubles the standard manufacturers' warranty up to one year
- ◆ Acceptance at over 21 million locations worldwide

Full details to be provided upon approval.

5Star Corporate MasterCard® Credit Card

Application Package

Dear Business Card Applicant:

Thank you for your interest in applying for a 5Star Corporate MasterCard® credit card – a versatile payment solution that combines all the functionality of business, fleet, purchasing and travel and entertainment credit cards into one account.

The application process is very straightforward. We'll need you to complete the **5Star Corporate Credit Card Application** and **forms** attached. In addition, we'll need the following supplemental information from you: **NOTE: Please be sure to include YOUR bank name, Contact/Phone number on the bottom of the application under *Bank Use Only*.**

- ◆ Current Year-to-Date and Prior Year-End Financial Statements – balance sheets, income statements and statement of cash flows (audited year-end information is preferred if available).
- ◆ Federal Tax Return – most recent year-end filing (if a new business, please provide your personal tax return).
- ◆ Brochures, catalogs and/or a descriptive statement about your business operations.
- ◆ Copy of your Articles of Incorporation or Articles of Organization.

Please return your completed Application and supplemental information to your loan officer, if he or she requests that you do so. Otherwise, please mail your completed application package to:

5Star Corporate Card Services
Attn: Mark Stovall
1259 Lake Plaza Drive
Colorado Springs, CO 80906

We will be in touch if we need additional information or have any questions about your application.

Thank you and we look forward to serving the credit needs of your business.

Sincerely,

5Star Corporate Card Services

If you have any questions please call **1-719-637-4019**.

5Star Corporate MasterCard Application

Corporate Applicant Information



Legal Name of Business _____
 Legal Business Address _____ City _____ State _____ Zip _____
 Business Phone Number () _____ Business Fax Number () _____
 Business Email Address _____ Federal Tax I.D. Number _____
 Legal Structure of Business () Sole Proprietorship () Private Corporation () Non-Profit
 () General Partnership () Public Corporation Organization
 () Limited Partnership () Limited Liability Company () Other
 Year Business was Established _____ Annual Gross Sales _____
 Number of Years Current Management has Operated Business _____ Number of Employees _____
 Business Type: () Retail () Professional () Service () Manufacturing () Internet () Other
 Total Credit Line Requested _____ (credit lines you allocate to employees may exceed this amount).
 Please attach brochures, catalogs and/or a statement describing the nature of the Business's operations

Business Owner, Principal Officer, or Partner Information (not required if Applicant is a Public Corporation)

The undersigned are the business owner, principal officer or partner of the Corporate Applicant and any other owners, partners or officers of the Corporate Applicant with a 20% or greater interest in the business. We agree that 5Star Bank may investigate our credit, including requesting a current credit report and report its credit experience with us to others. We agree to provide 5Star Bank with individual guarantees of payment if required as a condition of approving this Application and to abide by the terms of the Customer Agreement that 5Star Bank will provide if the Application is approved. Copy this page as needed to provide information for all applicable owners, officers or partners.

Name _____ Title _____ % Ownership _____
 Home Address _____ City _____ State _____ Zip _____
 Home Phone () _____ Date of Birth _____ SSN _____
 Have you ever filed for bankruptcy? () Yes () No Signature _____ Date _____

Name _____ Title _____ % Ownership _____
 Home Address _____ City _____ State _____ Zip _____
 Home Phone () _____ Date of Birth _____ SSN _____
 Have you ever filed for bankruptcy? () Yes () No Signature _____ Date _____

Name _____ Title _____ % Ownership _____
 Home Address _____ City _____ State _____ Zip _____
 Home Phone () _____ Date of Birth _____ SSN _____
 Have you ever filed for bankruptcy? () Yes () No Signature _____ Date _____

Signature Agreements

I certify that I am authorized by the Corporate Card Applicant ("Applicant") to submit this application for a 5Star Corporate MasterCard Account. I authorize 5Star Bank to verify the credit responsibility of the Applicant and report its credit experience with the Applicant to others. I agree to provide 5Star Bank with all documents and agreements, including borrowing resolutions and individual guarantees of payments that it may require as a condition of approval. I attest to the accuracy of the information provided in and with this Application, and any other information 5Star Bank may subsequently require to complete its review of this Application. I agree that the Applicant will abide by the Terms of the Customer Agreement that 5Star Bank will send if approved.

Name _____ Title _____
 Signature _____ Date _____

For Bank Use Only

Name of Bank Referring Corporate Card Applicant _____ Contact Name _____
 Existing Customer () Yes () No Since _____ yr. Avg. Deposits \$ _____ Phone Number () _____

Please ensure the Corporate Card Applicant has also provided (1) all required business financial statements (current and prior year balance sheet, income statement and statement of cash flows – audited year-end information if available); (2) brochures, catalogs and/or a descriptive statement of the nature of the business's operations; (3) Corporate Borrowing Resolution; (4) Corporate Card Setup form and (5) Personal Guaranty, if applicable.

5Star Corporate Credit Card Disclosure Information



Disclosure Information	5Star Corporate Platinum MasterCard
Annual Percentage Rate (APR) for Purchases	11.15%, 14.15% or 17.15% See Details Below*
Other APRs	Cash Advance APR: 19.9% Penalty APR: 23.9%. See details below**
Variable Rate Information	Purchase APR may vary and is determined by Adding the Prime Rate and 2.9%, 5.9% or 8.9% See details below***
Grace Period for repayment of Balance for purchases	25 days when balance is paid by due date.
Method of Computing the balance for purchases	Average Daily Balance (including new purchases)
Annual Fees	Annual membership fee: 1-10 cards, \$30 per card; 11+ cards, \$20 per card
Transaction fee for Cash advance	2% of the amount advanced (\$3 minimum)
Balance transfer fee	Not Applicable
Convenience check fee	Not Applicable
Late payment fee	\$25
Over-the-credit-limit fee	\$25
Card Replacement fee	\$30

(1) This Disclosure information regarding annual fees applies to a 5Star Corporate MasterCard, used as a business card. 5Star Corporate Cards to be used specifically for fleet, purchasing or T&E expenses are also available, but have higher annual fees and additional costs. Please see your bank representative for that cost information.

*Your APR for Purchases will be determined when your account is opened based on our review of your current credit information and verifications of your credit responsibility.

**If you fail to make the minimum payment during two consecutive billing cycles, the APRs for your Account may increase to a fixed rate of 23.9% on all balances.

***The Prime Rate used is the "Bank Prime Loan" rate published in the Federal Reserve Statistical Release (H.15) on the third Monday of each month, and will not be less than 7.0%.

This Disclosure Information shown above is accurate as of 10/15/07, and APRs shown are based on the minimum Prime Rate of 8.25%. This information is subject to change. To find out what may have changed, call us at 1-719-637-4019, or write to us at Card Services, P.O. Box 35460, Colorado Springs, CO 80935-3546.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask you to provide a copy of your driver's license or other identifying documents.

Credit Denial Notice: If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting a trade credit, a factoring agreement, or similar types of business credit in the Business Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: 5Star Bank Corporate Loan Specialist, 3994 E. Bijou Street, Colorado Springs, CO 80909 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. The following notice describes additional protections extended to you.

Equal Credit Opportunity Act Notice: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing that applicant has the capacity to enter into a binding contract); because all or a 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 credit is: Federal Deposit Insurance Corporation, Consumer Response Center, 2345 Grand Boulevard, Suite 100, Kansas City, Missouri 64108.

**5STAR CORPORATE BORROWING RESOLUTION
FOR MASTERCARD® CORPORATE CARD**

NAME OF APPLICANT: _____

PRINCIPAL OFFICE ADDRESS: _____

TYPE OF ORGANIZATION: () Corporation () General Partnership () Limited Partnership
() Unincorporated Association () Limited Liability Company () Sole Proprietorship
() Other (Please Specify) _____

STATE OF FORMATION/ ORGANIZATION: _____

FEDERAL TAX IDENTIFICATION NO: _____

RESOLUTION

WHEREAS it is in the best interest of this company, which is identified as the Applicant above, to apply for and obtain a Corporate Credit Card Account from 5Star Bank (the "Bank"), and to provide credit cards to persons employed by the company for use in connection with the business of the company.

NOW THEREFORE, BE IT RESOLVED that any one of the officers, partners, managers, members, employees or agents of this company listed below are authorized to take the following actions in the name of and on behalf of this company:

To apply for a Corporate Credit Card Account from 5Star Bank pursuant to which the company may borrow from the Bank, and the Bank will issue credit cards to persons designated by the company and extend credit to the company from time to time arising from the use of such credit cards or other authorized uses of the account, and in connection therewith, to sign and deliver such applications and agreements as are necessary to obtain a Corporate Credit Card Account from the Bank with a credit limit and containing such terms as such officers, partners, managers, members, employees or agents deem necessary or appropriate;

To sign and deliver any other evidences of debt or other documents as may be requested or required by the Bank to establish a Corporate Credit Card Account for the company; to enter into such additional and further agreements supplementing or modifying the terms applicable to this company's Corporate Credit Card Account at any time and in any manner as such officers, partners, managers, members, employees or agents deem advisable;

To designate from time to time the persons to whom credit cards are to be issued under the terms of the Corporate Credit Card Account, who will be authorized to obtain credit in the name of this company subject to such credit limitations as seem proper to such officers, partners, managers, members, employees or agents;

To grant security interests in, pledge, mortgage and/or otherwise encumber personal or real property which this company may own or in which it may have any interest for the purpose of securing the payment of any indebtedness or liability, contingent or otherwise, of this company to 5Star Bank; and

RESOLVED further that each one of the officers, partners, managers, members, employees or agents of this company listed below is conferred with a general authority to deal on behalf and in the name of this company with 5Star Bank including all transactions of this company with the Bank without specifically enumerating them herein, and are authorized to sign and deliver to 5Star Bank on behalf of this company such other documents and instruments as the Bank may require in the course of its dealings with this company.

RESOLVED further that the following are the true and correct signatures and designations of the authorized officers, partners, managers, members, employees or agents of this company referred to above:

5STAR PERSONAL GUARANTY

As an inducement for and in consideration of any loan or other financial accommodation previously, now or hereafter at any time made or granted to _____ (name of company, hereafter "Borrower") by 5Star Bank (together with its successors and assigns "Bank"), including but not limited to all indebtedness of Borrower to Bank under the terms of a Corporate Credit Card Account Customer Agreement, the undersigned (whether one or more "Guarantor") hereby unconditionally guarantees the full and prompt payment of all obligations of Borrower to the Bank, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations being hereinafter collectively called the liabilities), and Guarantor further agrees to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by the Bank in endeavoring to collect the liabilities, or any part thereof, and in enforcing this Guaranty.

The Guarantor agrees that, in the event of the death, incompetency, dissolution or insolvency of the Borrower or the Guarantor, or the inability of the Borrower or the Guarantor to pay debts as they mature, or an assignment by the Borrower or the Guarantor for the benefit of creditors, or the institution of any proceeding by or against the Borrower or the Guarantor alleging that the Borrower or the Guarantor is insolvent or unable to pay debts as they mature and, if such event shall occur at a time when any of the liabilities may not then be due and payable, the Guarantor will upon demand by the Bank immediately pay to the Bank the full amount which would be payable hereunder by the Guarantor if all liabilities were then due and payable.

The Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of the liabilities, or any part thereof, to the Bank is rescinded or must otherwise be returned by the Bank upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment to the Bank had not been made.

The Bank may, without demand or notice of any kind, at any time when any amount shall be due and payable hereunder by Guarantor, appropriate and apply toward the payment of such amount, and in such order of application as the Bank may from time to time elect, any property, balances, credits, deposits, accounts or moneys of the Guarantor in the possession or control of the Bank for any purpose.

This Guaranty shall be a continuing, absolute and unconditional guarantee and shall remain in full force and effect as to the Guarantor, subject to discontinuance only as follows: The Guarantor, or any person duly authorized and acting on behalf of the Guarantor, may give written notice to the Bank of discontinuance of this Guaranty, but no such notice shall be effective in any respect until it is actually received by the Bank, and no such notice shall affect or impair the obligations hereunder of the Guarantor with respect to (a) any liabilities existing at the date of receipt of such notice by the Bank, (b) any liabilities and indebtedness of Borrower under the terms of the Corporate Card Account Customer Agreement until all credit cards issued by Bank under the terms of the Agreement are returned to Bank and all indebtedness owed to Bank under the terms of the Agreement is paid in full, or (c) interest on the liabilities and indebtedness and any expenses paid or incurred by the Bank in endeavoring to collect the liabilities, or any part thereof, or in enforcing this guarantee against the Guarantor. Any such notice of discontinuance by or on behalf of a Guarantor shall not affect or impair the obligations hereunder of any other Guarantor.

The Bank may take all or any of the following actions from time to time, and any number of times, without notice to the Guarantor: (a) retain or obtain a security interest in any property to secure any of the liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantor, with respect to any of the liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange any of the liabilities, (d) release or compromise any liability of any Guarantor hereunder or any liability of any nature of any other party or parties with respect to the liabilities or any security therefore, (e) release its security interest, if any, in all or any property securing any of the liabilities or any obligation hereunder or permit any substitution or exchange for any such property, (f) resort to any Guarantor for payment of any of the liabilities, whether or not the Bank shall have resorted to any property securing any of the liabilities or any obligation hereunder or shall have proceeded against any other Guarantor or any other party primarily or secondarily liable on any of the liabilities.

Any amount received by the Bank from whatever source and applied by it toward the payment of the liabilities shall be applied in such order of application as the Bank may from time to time elect.

The Guarantor hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of all or any of the liabilities, (c) notice of any increase in Borrower's credit limit, or modification of any of the terms of the Corporate Card Account Customer Agreement, (d) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (e) all diligence in collection or protection of or realization upon the liabilities or any part thereof, any obligation hereunder, or any security for any of the foregoing.

The Bank may, without notice of any kind, sell, assign, or transfer all or any of the liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the liabilities, shall have the right to enforce this guarantee, by suit or otherwise, for the benefit of such assignee, transferee, or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. The Bank shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Bank, as to so much of the liabilities as it has not sold, assigned, or transferred.

No action of the Bank permitted hereunder shall in any way impair or affect this Guaranty. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

For the purposes of this Guaranty, the liabilities shall include all obligations of the Borrower to the Bank, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall impair or affect the obligations of the Guarantor hereunder.

This Guaranty shall be binding upon the Guarantor, and upon the heirs, legal representatives, successors and assigns of the Guarantor. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be governed by and construed in accordance with the laws of the state of Colorado.

NOTE: This Guaranty shall be executed by the business owner, principal officer or Partner of the Borrower named above and any other owners, partners or officers of the Borrower with a 20% or greater interest in the Borrower. This page may be copied as needed.

IN WITNESS WHEREOF, the said Guarantors have hereunto subscribed their names the ____ day of _____, 2____.

Signature of Guarantor _____ Signature of Guarantor _____
Print Name _____ Print Name _____
Address _____ Address _____

STATE OF _____)
) ss. NOTARY SEAL
COUNTY OF _____)

The foregoing instrument was acknowledged before this _____ day of _____, 2 _____

By _____

My Commission expires _____ Notary Public _____