

BUSINESS CREDIT CARD AGREEMENT AND DISCLOSURE

This agreement sets forth the terms and conditions of your Visa Business Credit Card ("Card") account ("Account") at Center Bank. Applicant may from time to time request additional Cards to be issued hereunder, which shall be governed by this agreement and/or any subsequent agreement and disclosure.

1. PARTIES. In this agreement, the words "you" mean the company or person(s) who applied for this Account, as well as anyone authorized to use the Account. The words "we", "our", "us", and "Bank" mean Center Bank.

2. PROMISE TO PAY. You agree to pay for all purchases, finance charges, fees and other charges associated with the Account. You agree to be responsible for all Card and/or Account transactions.

- (i) incurred by persons who have actual, implied, or apparent authority to use your Card/Account or
- (ii) from which any of you receives any benefit.

3. SECURITY INTEREST. To secure performance under this agreement and payment of each Account, you and the guarantors grant Bank a security interest in all deposit accounts held at this Bank. In the event of non-payment by you or guarantors, the Bank has the right to foreclose on said accounts up to the amount that will satisfy the debt.

4. CALIFORNIA LAW / CONFLICTING TERMS. The rights and obligations between you and the Bank concerning this Account are governed by and interpreted according to California Law. Any dispute between you and the Bank will be decided under California Law. The terms in this agreement supersede any conflicting terms set forth on a sales slip or cash advance document. If any one or more parts of this agreement is found to be unenforceable, the remainder of the agreement will remain in full force and effect.

5. CREDIT LIMIT / BUSINESS PURPOSES ONLY. You agree not to exceed the credit limit the Bank sets for your Account. If the credit limit is exceeded, you agree to be responsible for any charges in excess of that credit limit, whether or not you approve the over-limit use. You agree that your Card will be used only for business purposes and cash advances are not allowed. The Bank assumes no responsibility to assure that non-business use does not occur. You agree to be liable for any non-business use.

6. USING YOUR ACCOUNT.

Purchases. You may use your Card to pay for goods and services at any and all merchants who honor the Card. Any such use of the Card will be treated as a "purchase". You will also be responsible for "no show" charges you incur, or allow to be incurred, such as at hotels, motels, resorts, theaters, airlines, rail, rental car, bus or other travel, lodging, or transportation services.

7. LIABILITY OF HOLDER / UNAUTHORIZED USE. Notwithstanding anything to the contrary herein, you agree to be liable for the aggregate balance of all charges (purchases and advances), finance charges, and fees made to the Account. You are liable for all unauthorized use of your Card, to the extent applicable by law. Unauthorized use includes, but not limited to, use by a third party, use in excess of the credit limit, or personal purposes use.

8. PAYMENTS. You agree to pay the Bank, when due, the total of all purchases, advances, finance charges, and fees made to the Account established hereunder. You will receive a statement showing the minimum amount due which is equal to your current balance as well as the current balance. You agree to make payment of the total outstanding amount shown on the statement in full. All payments must be made prior to the payment due date shown on the statement. Any late payments may be assessed a late fee (see section 11.D). Additional payments may be made at anytime to the address shown on the Card statement.

9. STATEMENT. You will receive a statement each month for each Account, showing all transactions, fees and payments posted to the Account during the month and any new outstanding balance.

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10. FINANCE CHARGE AND ANNUAL PERCENTAGE RATE. The Finance Charge on Credit Purchases is calculated according to Method A, shown below. The Periodic Rate used to compute the **Finance Charge** is **1.46%** per month, which is equal to an **Annual Percentage Rate** of **17.5%**

Method A: To avoid incurring additional finance charges on the balance of Credit Purchases reflected on the current statement on any new Credit Purchases appearing on your next statement, you must pay the new balance shown on current statement on or before the payment due date. The balance of Credit Purchases subject to finance charge is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchase is determined by adding to the previous balance new Credit Purchases posted through that date if the previous balance was not paid in full within 25 days of the statement closing date, and subtracting each payment and credit on the date of receipt, but excluding any unpaid finance charges.

11. OTHER CHARGES.

- A) Annual fee. When you open your Account and thereafter, each year, on the anniversary date of your Account, we will charge a nonrefundable fee of \$30.00 per card to your Account. If your Account is closed for any reason during the year, we will not refund any part of the fee. We will reverse the charge, however, if you notify us in writing that you do not agree to the terms of this agreement and you return all the Cards to us before the Account is used.
- B) Returned Checks. Your Account may be charged \$30.00 if you pay us with a check that is dishonored for any reason.
- C) Late Fees. Payments not made by the payment due date, as shown on the statement, will be assessed a \$10.00 late fee if received more than 10 days late.
- D) 3 Days Express Card Delivery Fee of \$20.00 after master account set up, if requested.

12. ADDRESS CHANGE. You agree to notify us of any change in your address. The notice must be sent to us at the address set forth on your statement.

13. FOREIGN CURRENCY AND OUT OF COUNTRY TRANSACTIONS: Outside the 50 states of the United States, you may use a Card for Purchases from merchants or to receive a Cash Advance (other than a check) in either foreign currency or U.S. dollars. Visa International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion will be pursuant to applicable Visa regulations in effect from time to time. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. In addition to the exchange rate, Visa International will charge a processing fee of **1%**.

14. DEFAULT. You are in default on this agreement when

- (i) you do not pay the full amount outstanding shown on the statement in full when due, or
- (ii) you do not comply with all of the terms on the Account or this agreement, or any amendments to it,
- (iii) you are in default on any other debt with the Bank, or
- (iv) you change your primary place of business from the State of California, or,
- (v) you become insolvent, dissolved, merged, cease doing business, become bankrupt, or make an assignment for the benefit of creditors of all or substantially all assets, or
- (vi) another creditor seizes or attempts to seize any property described in the Security Interest portion of this agreement, or
- (vii) you make any false, misleading, or incomplete statements on your application, or
- (viii) you fail to exercise due care in the safekeeping of the card(s) which result in an unauthorized use of the Card(s), or
- (ix) any of the related Cards on this Account is in default.

Bank may, in its sole discretion and without notice to you, do any of the following:

- (a) require you to pay the entire outstanding balance,
- (b) refuse to extend further credit on any or all Cards,
- (c) terminate or suspend any or all cards hereunder and/or the use of any or all Cards.

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In the event of breach or default, the Periodic Finance Charge will continue to accrue on the entire unpaid balance until paid.

15. FINANCIAL INFORMATION. You agree to provide the Bank with any updated financial information the Bank may request from time to time. You also agree that the Bank may verify that information, or any other information the Bank may require. You authorize the Bank to release credit information to others, such as other financial institutions, or other departments within the Bank, or its affiliates or subsidiaries, regarding the status and history of your Account.

16. TERMINATION. The Bank shall have no liability to you or any user of the Card for the refusal to honor or recognize the Card. If for any reason, the Bank terminates credit availability or demands the surrender of any Card issued hereunder, the Bank may notify all persons and places that credit and/or the right to use the Card has been terminated. You shall continue to be liable for the full payment of the balance of all terminated/closed Accounts including current balance, finance charges, and fees. Any principal or owner may cancel this agreement at any time upon written notice to the Bank.

17. AUTHORITY OF USER. You and the Bank agree that the Cards issued hereunder are in reliance upon your creditworthiness. Until you return the Cards to the Bank, you will be conclusively presumed to be entitled to incur for and on behalf of the applicant or business, all charges made against the Card, even if such charges are not or do not appear to be in the ordinary course of your business.

18. DISPUTE RESOLUTION. You and the Bank agree to adopt the following procedure for resolving certain disputes between us. Any disputed amount in aggregate over \$25,000.00 shall be submitted to mediation before a jurist selected from the Judicial Arbitration and Mediation Service ("JAMS"). You will still be able to raise your rights to dispute billing errors, however. The jurist will attempt to settle or make an agreement between you and the Bank. If agreement cannot be reached, the dispute will be decided by final, binding arbitration. A "JAMS" provider conveniently located between you and the Bank will be selected. Fees for "JAMS" will be shared, and each party is responsible for their own attorney's fees and expenses.

19. LOST OR STOLEN CARDS. You agree to notify the Bank immediately, at the phone number or address set forth on your statement, if any of your Cards become lost or stolen. Under this agreement, the Company's liability due to unauthorized use of any one Card will not exceed \$50.00. As used above, the term "unauthorized use" means any use of the Card or Account by a person who does not have actual implied, or apparent authority for such use and from which none of you receives any benefit.

20. AMENDMENT. We can amend this agreement from time to time and at any time by sending a notice (e.g., by mail, by notation on your statement or in any other form) to any of you at the last address shown in our records for the Account. Unless we state otherwise, balances existing on the effective date of any amendment will be subject to the terms of the amended agreement.

21. CANCELLATION OF YOUR ACCOUNT.

A) Cancellation by You. Any one of you may cancel your Account at any time by :

- (i) returning all Cards to us and
- (ii) sending us a letter that you wish to cancel that Account or verbally request us to do so by telephone or in person.

B) Cancellation by Us. We may cancel or suspend your Account with or without cause, at any time by giving you only such notice as is required by law. If we cancel your Account, you must return all Cards immediately to us. Any use of the Account and/or the Card(s) after we have canceled or suspended your Account may be considered fraudulent.

C) Acceleration of Amounts Owed. We may cancel or suspend your Account and, subject to applicable law, also declare your obligations immediately due and payable, if:

- (1) Any of you fails to comply with the terms of any agreement with us;
- (2) Another creditor tries through legal process to take any of your money or property;
- (3) You do not provide us with updated financial information upon request, or you provide us with financial information which leads us to conclude you are no longer creditworthy;
- (4) We have evidence or a reasonable belief that any of you is unable or unwilling to repay obligations incurred under this Agreement or any other agreement with us;
- (5) We have evidence or a reasonable belief that an improper use of the Account and/or the Card(s) may be made;
- (6) Your place of business is no longer in the same state it was when you opened your account;

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(7) Any of you dies, becomes insolvent, is declared incompetent, is the subject of an order for relief issued under the Bankruptcy Code or is subject to a receivership proceeding.

D) You Continue to be Liable. If your Account is terminated, canceled or suspended, each of you will continue to be liable for all sums owed on it until the Account is paid in full. Each of you will also remain liable for any use of any Card(s) not returned to us.

22. ELECTRONIC TERMINALS. If you have been or are later given a personal Identification Number ("PIN") to access this Account at electronic terminals, you agree not to disclose your PIN to others. You also agree that we may terminate or suspend your use of electronic terminals (with respect to this Account) without cause or prior notice.

23. PLEDGED DEPOSIT. If you have granted us a security interest in your personal property which is further described in a Security Agreement you have given us in conjunction with this agreement. If you are in default, or if Bank reasonably deems itself insecure Bank may use the Account to satisfy all or parts of the amounts due Bank by the undersigned. If the account is issued by the Bank, this means that Bank may take directly the funds in the Account and apply them (including both principal and accrued earnings on the Account) to the indebtedness owed by you to Bank. This includes indebtedness owed by you to Bank for principal, interest, attorney's fees, court costs, collection costs, or any other amount of any nature. If the Account is issued by an institution other than Bank, Bank may obtain the funds in the Account (including both principal and accrued earnings) from that institution, apply any of the amounts received in the same manner as when the Account is issued by the Bank. If the Account is subject to an early withdrawal penalty, that penalty may be deducted from the Account prior to its application to amounts due Bank, whether the Account is at Bank or elsewhere. Bank shall also have all of the rights of the secured party under the California Uniform Commercial Code. This assignment shall be governed by and construed in accordance with the laws of the State of California.

24. HOLD ON DEPOSIT ACCOUNTS: In the event we or you cancel the Account, you will not be able to withdraw the pledged amount until we release our security interest. Release of our security interest will be either at the end of 45 days after cancellation or when full payment and performance of your indebtedness and obligations with respect to the account are fulfilled, whichever occurs later.

YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your billing statement is wrong, or if you want more information about a transaction on your statement, please write to us on a separate sheet of paper, at the address listed on the billing statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- A) Your name, company name, account number and signature.
- B) The dollar amount (and date if applicable) of the suspected error.
- C) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item that you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount

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against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the bill that are not in question.

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

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill. And, we must tell you the name of anyone we report to. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of product or services you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the product or services. There are two limitations on this right:

- (a) You must have made the purchases in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement of the product or services.

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