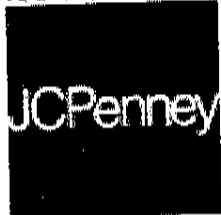


it's all inside:



A Service of GE Business Credit Services

Facsimile Transmission

Date: 11/9/07

To: Initial Underwriting Attn: Jamie

Fax: 1-877-752-4300

From: JC Penney Commercial Credit

Phone No: 1-866-412-8969

Fax No. 1-866-821-6460

Total Pages including Cover Sheet: 4

Comments:

JC PENNEY COMMERCIAL APPLICATION ATTACHED

Send Completed Applications to:
GE Business Credit Services
PO Box 29111
Shawnee Mission KS 66201
Fax: 1-866-821-6460
Email: jpccommercial@ge.com

GE Business Credit Services – Confidential & Proprietary

JCPENNEY COMMERCIAL CHARGE ACCOUNT APPLICATION

Applicant - Please read the following before completing this form: Signatory must be an authorized representative of the business with authority to enter into contractual agreements. Please complete all boxes below. IF THIS APPLICATION IS NOT COMPLETELY FILLED OUT, THERE COULD BE A DELAY IN PROCESSING THE APPLICATION.

B U S I N E S S A N D B I L L I N G I N F O R M A T I O N

Full Legal Business Name		Signature E-mail Address (Optional: By providing my business e-mail address, I consent to receive e-mail communications about the business account and authorize you to provide this e-mail address to JCPenney so I can receive special offers and updates.			
Billing Address (if P. O. Box, provide physical business address below)		City	State	Zip	Telephone #
Physical Business Address (Required)		City	State	Zip	Fax #
Business License ID#	Tax Exempt: Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(Tax exempt - attach a copy of your tax certificate)</small>	Federal Taxpayer ID # or Social Security Number		Dan & Bradstreet #	
DBA or Subsidiary of (Leave Blank if Not Applicable)		Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other			
Billing Contact	Telephone #	In Business Since	Annual Revenue	Number of Employees	
Owners/Officers Names and Titles		Authorized Users			
Estimated Annual Purchases	Number of Cards Requested	Purchase Order Required	Yes <input type="checkbox"/> No <input type="checkbox"/>		
B U S I N E S S B A N K I N G I N F O R M A T I O N					
Financial Institution Name	Address		Account Number		
Contact Name & Phone Number					

INTERNAL USE ONLY

AUTHORIZED REPRESENTATIVE'S SIGNATURE - REQUIRED

THE UNDERSIGNED REPRESENTATIVE MUST BE ONE OF THE FOLLOWING (Check One):
 President/Chairman V.P. Owner/Sole Proprietor General Partner Authorized Representative (Please Specify) _____
NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK, (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING CREDIT AGREEMENT, (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT.

By signing below on behalf of your business, you represent that your business is a valid business entity, that all purchases made on this Account, if approved, will be for purposes other than personal, family or household use; and that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in the application is complete and accurate, the business agrees to be bound by the terms of the governing Commercial Charge Account Agreement, and you authorize us to obtain information about you, personally (sole proprietorship only) and your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. You also understand that credit on this Account, once approved, will be extended by General Electric Capital Corporation ("GECC"), and that there is no binding contract between us until GECC approves and accepts this Agreement. The undersigned acknowledges receipt of a copy of the Commercial Charge Agreement.
Federal law requires us to obtain, verify, and record information that identifies your business when the business opens an account.
We will use your name, address, taxpayer identification number and other information for this purpose.

X _____

Authorized Representative's Signature/ Title _____ Name (Printed) _____

Send Completed Application to: _____ Date _____

GE Business Credit Services
 P.O. Box 29111
 Shawnee Mission, KS 66201
 Fax: 866-821-6460
 E-mail: jcpcommercial@ge.com

JCPENNEY
COMMERCIAL CHARGE ACCOUNT AGREEMENT
(FOR BUSINESS USE ONLY)

1. **GENERAL.** This JCPenney Commercial Charge Account Agreement ("Agreement") governs the use of the JCPenney Commercial Charge Account ("Account"). Please read and keep this Agreement for your records in this Agreement and in the billing statement ("Statement"). The words "you" and "your" refer to each person or business entity that signs the Application (which is incorporated here in by reference) or on whose behalf the Application and Agreement is signed. "We," "us" and "our" refer to General Electric Capital Corporation. The Account shall be used for the purchase of merchandise and/or services ("Purchases") from J. C. Penney Corporation, Inc. or other companies authorized to accept the Card ("Seller") for business, commercial or organizational purposes. "Card" means the Purchases you make from Seller from time to time under your Account. The effective date ("Effective Date") of this Agreement will be the earlier of the date you sign an Account application that is approved by us, or (b) the first date that any authorized person uses the Account (in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase on the Account). You may use your Card to make Purchases on credit from time to time under your Account up to any credit limit we may establish for your Account (your "Credit Limit").

2. **ASSIGNMENT.** You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission. We are not required to give you notice of our assignment of our rights, obligations and interest in this Agreement or the Account.

3. **ACCOUNT FOR COMMERCIAL PURPOSES ONLY.** This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree that this Account shall be used only for the purchase of goods/services for commercial or business purposes, and not for personal, family or household (i.e., in NY, SC and WA, agricultural) purposes. You understand that your agreement not to use this Account to purchase goods/services for personal, family or household (i.e., in NY, SC and WA, agricultural) purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to the requirements of this section. You agree that a breach by you of the provisions of this section will not affect our right to enforce your promise to pay for all amounts owed under this Agreement. We do use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer account. Any person signing the Application personally attests that the organization is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a quasi-religious, educational or other non-profit entity, or a government agency or institution, and that the person signing the Application to execute and deliver this Application and the Agreement on its behalf.

4. **PROMISE TO PAY.** You may buy from the Seller goods and/or services described in the sales receipts) for the cash price(s) shown on such

receipt(s). By signing the Application accompanying this Agreement, you have requested that we establish this JCPenney Account for your business use and that we permit you to charge Purchases under the terms of this Agreement. If you elect to make Purchases under the Account from time to time, you agree to pay for all Purchases charged to your Account and all other charges mentioned herein, according to the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase you charge to your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this section, will apply to all Purchases made by you or by anyone on your behalf whether or not the Purchase was in fact authorized by and for the benefit of that business. The amount of the Purchases made by you under this Agreement are reflected in the sales receipts) provided to you in connection with your Purchases made under this Agreement and are hereby incorporated by reference. All Purchases charged to this Account make during a monthly billing period will be shown on the Statement for that period and payment of the entire balance due ("Your Balance") is due in full promptly.

5. **TERMS AND CONDITIONS OF SALE.** You agree that any Purchase of goods and/or services charged to your Account under this Agreement will be subject to the terms and conditions of the Seller's receipt(s), order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase.

6. **PAYMENTS.** When there is a New Balance shown on your Statement, you agree to pay the entire New Balance in time for receipt by us by the Payment Due Date shown on the Statement. All payments, except disputed Payments (as defined below), must be made or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5 p.m. on any business day will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is not received at the Payment Address. (b) not made in U.S. dollars (even on a U.S. financial institution located in the U.S., or (c) not accompanied by your payment stub, if you sent a payment in foreign currency and we accept it, the payment amount credited to your Account will be at the conversion rate selected by us or our agent on the date we select, which may not be the date that the payment is credited. You agree that any payments on your Account delivered to a JCPenney store are handled by JCPenney as a convenience for you and are not deemed received or accepted by us until actually received by us. Under ordinary circumstances, any payment made at a JCPenney store will be credited as of the day you make such payment. In the store. Although we post your payments to the nearest described above, in certain limited circumstances, your available Credit Limit may not be restored for up to seven days for large, in rare circumstances) after we receive your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Subject to any requirements of applicable law, we reserve the right to select the method by which payments are allocated to your Account in our sole discretion.

All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other

conditions or limitations ("Disputed Payments") must be mailed or delivered to us at the address for billing inquiries shown on your Statement, not the Payment Address.

7. **CREDIT AUTHORIZATION.** Some Purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction even if you have sufficient available credit. We will not be liable to you if any of these events happen.

8. **TERMINATION/CHANGE IN TERMS.** You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Without limiting any liability for us for any other matter, you acknowledge that you have been advised that credit may be denied by us, and you release Seller, General Electric Capital Corporation, and any assignee from any liability for failure to approve extending of credit. When required by applicable law, we will mail a notice of any change(s) or add(s) to you. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of this agreement.

9. **DEFAULT.** Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to pay your New Balance when due as described in paragraph 4 above, (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your account. After your default or your death, subject to the limitations of applicable law, we have the right to: (i) require your Credit Limit; (ii) terminate your Account, or which case the terms of this Agreement will apply until that payment is received of the amount owing on your Account; (iii) require immediate payment of your entire account balance; (iv) bring an action to collect all amounts owed, and (v) take any other action allowed by law. If, after your default, we release your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees.

10. **LIABILITY FOR UNAUTHORIZED USE.** The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of your Card or Account. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card or Account by writing to P.O. Box 23113, Shawnee Mission, KS 66202 or by calling us at (866) 412-8939. You will not be liable for unauthorized use if it occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use will not exceed \$50 per NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by any persons whom you have given authority to use the Card or Account and that you will be liable for all use by such persons. To terminate our authority, you must notify us at (866) 412-8939.

11. CREDIT REPORTS AND ACCOUNT INFORMATION. The credit of your business will be used in making credit decisions. You authorize us to investigate the credit worthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. In the event that this Account is not paid as agreed, we may report the history of your business and the status of this Account to credit bureaus and others who may lawfully receive such information.

12. INFORMATION WE USE. Because your account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with the J. C. Penney Corporation, Inc. (and its affiliates and licensees) for use in connection with the JCPenney program, including to create and update their customer records, to assist them in better serving you and to provide you with special promotions, and that you should have no expectation that this information will remain private from J. C. Penney Corporation, Inc. (and its affiliates and licensees). We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control or with service providers who assist us in delivering services in connection with your Account). Finally, we may share information as otherwise permitted by law.

13. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

14. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to exercise any such right in the future without limiting the foregoing, we may, at our sole or (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations; (b) agree to extend the due date of any payment due under this Agreement for any length of time, and/or (c) release any other person responsible under this Agreement, without notifying you and without releasing you from the obligation to pay all amounts owing under this Agreement in full or to otherwise perform the terms and conditions of this Agreement.

15. CHANGE OF ADDRESS. You agree to notify us promptly if your business changes its address. Until we are notified that your business' address has changed, we will continue to send Statements and other notices to the last address for the business we maintained on your Account. You agree that when we are notified that your business has a new address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

16. GOVERNING LAW, THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW, THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE ADDENDUMS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT IN WHICH CASE THOSE TERMS WILL APPLY.

17. SEVERABILITY. If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other

provisions of this Agreement shall still be valid and enforceable.

18. ENTIRE AGREEMENT. This Agreement and any Application you signed or otherwise submitted in connection with this Agreement constitute the entire agreement between you and us relating to your Account and supersede any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

19. CERTAIN WAIVERS. You waive the right of "presentment" and "notice of dishonor" to the fullest extent permitted by applicable law. "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

20. DATE OF AGREEMENT. If your application for credit is approved, this Agreement is deemed date as of the date of your signature in the Application.

FEDERAL AND STATE NOTICES

NOTICE FOR NEW JERSEY RESIDENTS: Where this Agreement refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of "applicable law," New Jersey law permits or requires the act or practice.

NOTICE FOR MARYLAND RESIDENTS: Maryland Accounts are subject to Subtitle 9 of Title 12 of the Maryland Commercial Law Article.

NOTICE TO BUYER: (A) DO NOT SIGN THIS APPLICATION / AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT BEFORE THE BALANCE IS DUE. (D) ANY PERSON SIGNING THIS APPLICATION / AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (3) THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THIS APPLICATION / AGREEMENT, AND (B) THE PERSON SIGNING THIS APPLICATION / AGREEMENT TO EXECUTE THIS APPLICATION / AGREEMENT ON THE BUYER'S BEHALF.

Your signature on the application represents your signature on this Agreement and is inseparable by reference.