

(OTC: CTCC) • 2000 Mallory Lane, Suite 130-301 • Franklin, TN 37067 • Phone: (877) 367 1463 • Fax: 888.202.4829 • www.citycapcorp.com

Welcome to City Capital's Credit-Investor Program!

Thank you for choosing to participate in City Capital's Credit-Investor Program. Through this program, City Capital is able to provide essentially hands-free investment properties using your good credit alone. Your participation in this socially-conscious program allows us to provide affordable homes for working-class families and invest in community renaissance programs nationwide. We never forget that it is you, our Credit-Investors, who make these programs possible.

Included in this packet are your Pre-Application along with a list of documents needed and a Borrower Signature Authorization and Power of Attorney (this is the only one which needs to be notarized). We have also provided some additional information about City Capital Corporation, which is a publicly-owned company (CTCC), an outline of how the Credit-Investor Program and the One Year Limited Mortgage Guarantee work, and answers to some of our most frequent questions about the program.

You will be placed in our Property Acquisition Queue based on the date your completed and approved documents file is received. As clients rise in the Queue, they are matched with properties as they become available. (Let us know if you would be interested in more than one property, as those Credit-Investors are in a separate, smaller Queue). Houses are awarded on a first-come, first-served basis, which can take as little as one week or from 60-90 days, depending upon availability and your position in the Queue. For this reason it is advised you complete and return the supporting documents as quickly as possible (for most clients this takes two business days). We will send a courier to pick up your file at the time you designate. Here is a summary of the process from the time your property becomes available:

- We will notify you by phone when your property is available, and provide you with all the pertinent information (purchase price, average market rents and values, etc.), including pre-renovation images (You will be provided with a complete after-repaired appraisal with images prior to closing as well).
- You may choose to accept or decline. When a client accepts, we begin the acquisition process.
- At this point a purchase agreement will be sent to you to begin the process. You do not own the property until all closing documents have been signed, which usually takes about thirty days.
- Financing may take up to 2 3 weeks to complete, during which time the lender may request additional docs.
- Once the closing date has been established, we will again contact you by phone to notify you, and to make sure you will be available to receive and sign the closing documents when they are delivered.
- Our non-profit partners will be notified to provide any monies needed to effect closing on your behalf.
- The designated property management company will be sent your information, and you theirs.
- At closing, everything will be in your name or the name of your company, trust or other entity which you may have designated as sole owner of the property.
- Closing documents will be sent to you by the title company. All documents must be signed by you to finalize the purchase of your property!
- Each investor returns to the bottom position in the Queue, rising until another property is presented.

We hope this helps to simplify the process. Please refer to this list, along with the Frequently Asked Questions, to better familiarize yourself with the program. If you have any questions about the process at any point along the way, please don't hesitate to call our office at 1.877.367.1463 or your representative.

All the information you submit is confidential, only for the use of City Capital and its affiliates, and will not be shared or distributed for any other purpose outside the scope of this relationship. We will never share your confidential information with any other parties, except as required by the lenders and program team.

Thank you again for participating in the City Capital Credit-Investor Program.

the program on a first-come, first served basis.



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Credit-Investor Program Client Check-Off Sheet

	Pre-Application (in this packet) Completed & Signed
	Borrower Signature Authorization (in this packet) Completed & Signed
	Power of Attorney (in this packet) Completed, Signed (Note: This must be Notarized!)
	Credit-Investor Program Outline & One Year Limited Mortgage Payment Guarantee, Initialed & Signed
	Photocopies of 2 Photo IDs, including Driver's License AND one of the following: Military ID, State ID, Social Security Card, Resident Alien Card
	Last 2 Year's Federal Tax Returns (Personal and Business), including W-2's and 1099's. Please send all that apply.
	If you do not have your current tax returns completed, please send the previous two years, a copy of the most recent year-end W-2 and a copy of your extension form. You will need to send the current year as soon as you can as well. (Example: Applicants after December 31, 2007 will need to send in their 2006 and 2007 returns. If they have not yet filed a 2007 return, the applicant must send in 2005 and 2006 returns with a copy of their extension form, as well as their 2007 return once complete)
	Most Recent Full Month's Pay Stubs. If paid monthly or bimonthly, last two. If paid weekly, last four.
	3 Month's Bank Statements demonstrating cash reserve or assets value of at least \$60,000 (annualized)
our	ce all documentation is received you will be placed in the Property Acquisition Queue. In order to be considered in Credit-Investor program, you must first return the completed forms on this list by Fax, email (scanned) or courier ng the information below. Missing documents will delay your processing. All qualified applicants are included in

Additional information, such as the standard HUD 1003 application, may also be requested in the financing process by the mortgage company once you are matched with a property. Requests for documents must be responded to within 48 hours (two business days). All information is confidential, only for the use of City Capital and its affiliates, and will not be shared or distributed for any other purpose outside the scope of this relationship.

Fax completed form with supporting documents to 888.202.4829 Or Courier to: City Capital Corp. ATTN Credit-Investor Program, 2000 Mallory Lane, Suite 130-301, Franklin, TN 37067 investment decisions. Because of individual client requirements, it should not be construed as advice designed to meet the particular investment needs of any investor. City Capital recommends individuals consult their financial advisor before making any financial decision. It is not a representation by us or an offer or the solicitation of an offer to sell or buy any security, www.citycapcorp.com. City Capital Corporation (CTCC) 877.367.1463 © 2008



CREDIT-INVESTOR PRE-APPLICATION

Thank you for taking the time to apply to participate in City Capital Corporation's socially-conscious community renaissance real estate projects nationwide. Please complete the following information and return it, along with supporting documents by fax, email or courier using the information below. Please note all qualified applicants are included on a first-come, first served basis.

Office Use Only (as applicable)
Representative
Affiliate
Date Received
☐ Interested in multiple properties

				☐ Int	erested	in multiple properties
Primary Wage Ear	ner: (All fields req	uired. If not applic	able write N/A	A. Please print o	learly.	Use black ink only)
First Name		Last Name			MI	
Present Address					ST	ZIP
How long?	□Rent □Own Py	mt \$ (include	les taxes/insur	?□Yes □No)		
Home phone	Work ph	Othe	r ph	Email		How long?
Employer	Address					How long?
Employer Position		Yearly Wages: \$				<u> </u>
If less than 2 yrs, form	ner employer:		How long?	Yearly Wa	ges:	\$
Liquid Assets (Lender	may require a mini	mum of \$25,000 in	cash reserves	to qualify for z	ero cas	h investing programs)
IRA? ☐ Traditional \$	<u> </u>	□ Roth \$		Self Direct	ed? □	Yes □ No
Bank IRA? ☐ Traditional \$ 401K? ☐ Yes ☐ No	Est. amt \$			With □ currer	t empl	oyer □ past employer
					-	
Secondary Wage E	<u>arner</u>					
First Name Address (if different)		Last Name				MI
Address (if different)			City		ST_	ZIP
Address (if different) Employer		Address				How long?
Position		Ve	arly Wages	\$		
If less than 2 years, fo	rmer employer		Address			How long
Position		Yearly Wages	\$	Work pho	ne	
Home phone		Other phone		Email		
Bank	Savings \$	Checking	\$	IRA_ <u>\$</u>		How long
 My long- and short-ter 	rm investment prefere	nces (Stock, project)	partner, credit pa	artner, cash-flow,	long-/s	short-term, retirement, etc.
I C	/ 11 1:4 C					
 I prefer to use □ cash I prefer to invest in □ 			iec			
• I wish to donate						
- I wish to donate	70 Of my returns to end	irity. Ivaille of chare	n/non-pront			
I authorize City Capital	Corporation to obta	in my consumer cred	it information fr	rom consumer rep	orting	agencies in order
to qualify for the compa						
and its affiliates, and wil	ll not be shared or dist	ributed for any other	purpose outside	e the scope of this	relatio	nship.
Signature		Date of	Birth .	. SS#		- Date
(Black ink only)						
Secondary						Date
Additional documentation						to within 48 hours (two
business days).	Fax comp	oleted form with sup	porting docum	ents to 888.202.4	1829	

Or Courier to: City Capital Corp. ATTN Credit-Investor Program, 2000 Mallory Lane, Suite 130-301, Franklin, TN 37067

BORROWER SIGNATURE AUTHORIZATION

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in

determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a perspective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (If HUD/FHA); by 42 USC, Section 1452b (If HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. Seq. (If USD/FmHA). Part I – General Information (Black ink only) 1) Borrower 2) Name and address of Lender/Broker 4) Loan Number 3) Date Part II – Borrower Authorization I herby authorize the Lender/ Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization. The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan. Borrower Signature (Black ink only) Date

Or Courier to: City Capital Corp. ATTN Credit-Investor Program, 2000 Mallory Lane, Suite 130-301, Franklin, TN 37067

POWER OF ATTORNEY

KNOW ALL MEN BY TH	HESE PRESENTS	S: That I,	, of	County, State of
, have made, consti	ituted and appoin	ted, and by these	e presents do make, cor	nstitute and appoint, City
Capital Corporation, a Nevada Corp				
take possession of and/or to purcha				
entities, or other political subdivis	•	•		
limited to programs sponsored by				
Authority, or Section 8 Tenant Property attached				
estate or personal property attached adequate and proper and to take title				
attorney thinks proper, to execute, a				
property, and to executed and deliv				
promissory notes, deeds of trust, mo			-	1 1 1 1
of real property or such personal p				•
considers necessary or in my best in			.,	, , , ,
, ,				
I hereby direct that, to the e	extent authorized of	or permitted by a	pplicable law, this power	er of attorney shall not be
affected by my disability or incapac	city and shall be e	effective from the	e effective date hereof a	nd for a period of twelve
(12) months thereafter or until other	rwise terminated i	n by me in a wri	itten instrument. It is m	y intent that the authority
conferred hereby shall be exercisab	le notwithstanding	g my disability, i	incapacity or in the even	nt of any later uncertainty
as to whether I am dead or alive.				
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IN WITNESS WHEREOF,	I nave nereunto s	et my nand on th	asaay of	·
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				Print Name
Witnessed:	<u> </u>	Witnessed:		<u> </u>
	Signature			Signature
	Print Name			Print Name
STATE OF	Time reame	COUNTY OF		
I HEREBY CERTIFY that on the	nis day of		before me.	the subscriber, a Notary
				d the above-subscribing
witnesses, all personally known to 1	me (or proved to	me on the basis	of satisfactory avidence	to he the persons whose
	` *		•	•
names are subscribed to the forego	•	nd acknowledge	a that the foregoing his	irument was executed by
each of them for the purposes therei	n contained.			
IN WITNESS WHEREOF,	I have hereunto s	set my hand and	affixed my notarial seal	l on the day and year last
above written.	i nave nereunto s	set my nand and	arrixed my notariar sear	i on the day and year last
above written.				
				Notary Public
				·
				Print Name
			Con	nmission Expiration Date



CREDIT-INVESTOR PROGRAM OUTLINE

This document is to ensure all points of the Credit-Investor Program and the One Year Limited Mortgage Payment Guarantee are clearly understood. Please initial where indicated, then sign and return to City Capital.

I. Basic Details of the Credit-Investor Program

The City Capital Credit Program ("Program") provides credit-worthy Clients the opportunity to purchase new or recently rehabilitated properties ("Property") using only their credit with no cash down at 10-20% below the appraised value. To accomplish this third party non-profit partners may provide downpayment or other costs at closing. City Capital Corporation ("Company") takes care of all details, including facilitating the purchase, loan processing and establishing third party management of the Property.

Please place your initials next to each section to signify your understanding and acceptance.

(initial) Client owns each Property purchased through the Program, not Company. As the owner, Client has the option of managing it, using a Company designated management company, or disposing of it as they wish. Clients who wish to use the designated management company may qualify for One Year Limited Mortgage Payment Guarantee.
(initial) Client shall receive one hundred percent (100%) of the Net Profit generated from the monthly rental of the Property. Net Profit, as used here, is the difference between the amount of rent received and the mortgage amount, less the Property management fee (typically 15% of gross rent).
(initial) Client shall receive one hundred percent (100%) of the Net Profit from the final sale of the Property. Net profit, as used here, is the difference between the sale amount and the loan payoff amount at the time of closing, less any closing costs and brokerage fees.
(initial) It shall be within the Company's sole discretion to determine the number of properties that Client may purchase within any one year. During the first year, Client may purchase not more than six (6) properties; during the second year, Client may purchase not more than ten (10) properties. The number of properties that each Client will be eligible to purchase through the Program will depend upon, among other things, each Client's credit score, income, assets and number of properties already owned and under management.
(initial) It shall be within the Company's sole discretion to determine the independent designated management company(ies). In any specific market, the same company(ies) will be selected for all properties in this program. The management company is independent of Company, and Clients who choose to use the designated company will have a separate written agreement with the management company (at closing).
(initial) Clients do not have to use the designated management company. However, clients who choose to use the designated management company may also be covered under the exclusive One Year Limited Mortgage Payment Guarantee for the twelve (12) month period immediately following the date of the closing of the purchase of the Property.

II. What You Must Do

(initial) A. Fulfill All Application & Qualification Steps in the Program

Client must meet all credit and income requirements, and produce all documentation requested on Client Check-Off Sheet. In the event Client fails to produce any and all requested documents, then Client shall be ineligible to participate in the Program.

Upon receipt of the requested documentation, the Company shall begin the process of determining whether Client qualifies to participate in the Program.

Upon Company's acceptance of Client into the Program, Client will be placed in the Property Acquisition Queue ("Queue"). New approvals enter the bottom position on the Queue at the end of the current list of ready Clients, and rise as previous Clients are matched with properties. Thus Client's first property may become available in as little as one week, or not occur for some time, depending upon the availability of properties and their position in the Queue.

Clients interested in acquiring more than one property at one time may qualify to be included in a separate, smaller Queue which may accelerate the time it takes to match them to properties, as well as speed the time to build their desired portfolio of properties.

(initial) **B. Property Selection & Closing**

Properties are made available to Clients on a first-come, first-serve basis. Upon receipt of notice of the availability of a Property, Company shall notify Client of the availability of the Property and provide all available information pertaining to the Property along with a purchase agreement. Once notified of the availability of a Property, Client must accept or decline the opportunity to purchase the Property within 48 hours of receipt of the notice. In the event a written notice of acceptance to purchase the Property is not received by the Company from Client at the expiration of 48 hours, or in the event Client declines the opportunity to purchase the Property, Client shall be returned to the end of the Queue, and the Property shall immediately be offered to the next Client in Queue. Should Client fail to respond or decline the opportunity to purchase properties on three (3) consecutive occasions, at Company's discretion Client shall be immediately removed from the Queue and the Program.

Upon Client's acceptance of the opportunity to purchase the Property, Company shall begin the process of acquiring the Property using Client's credit to obtain a loan for the purchase of the Property. For each Property purchased by Client, Company shall assess a Program Management Fee of Three Thousand Dollars (\$3,000) to Client to be paid at closing. NOTE: THE PROGRAM MANAGEMENT FEE ASSESSED TO CLIENT SHALL BE WAIVED FOR CLIENT'S FIRST PURCHASE OR PAID BY SELLER. EACH PURCHASE THEREAFTER SHALL BE ASSESSED THE PROGRAM MANAGEMENT FEE.

In the event Client accepts the opportunity to purchase the Property, but later fails to fulfill their obligations to secure the closing of the purchase, Client shall be responsible for the payment of the costs and expenses incurred by the Company on behalf of Client to purchase the Property, in addition to a non-closing fee assessed by the Company.

(initial) III. What is Not Covered

Profits. While all properties provided by Company are chosen to ensure initial cash-flow for Client, Company does not guarantee specific profits on individual properties. CLIENT UNDERSTANDS THAT COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES OF REVENUE OR PROFIT TO BE EARNED BY THE PROPERTY TO CLIENT. CLIENT ACKNOWLEDGES THAT NEITHER COMPANY NOR ANY PARTY ON COMPANY'S BEHALF MADE OR DOES HEREBY MAKE ANY REPRESENTATIONS AS TO THE PAST, PRESENT OR FUTURE CONDITION, OPERATION OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS MAKING NO EXPRESSED OR IMPLIED REPRESENTATIONS OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES PROVIDED HEREIN.

Repairs After Closing. Client is the sole owner of property at closing. Client responsible for all maintenance and repairs on their property after closing.

Loss or Damage to the Property. Client understands that Company shall not be liable for any loss or damage to the Property sustained as a result of events not under the control of the Company, including but not limited to, fire, theft, natural disaster, act of God, etc.

Client Decisions and Actions. Client understands that Company shall not be liable for any decisions or actions regarding the property made by Client.

Management Company and Actions. Company shall not be liable for any recommendations, decisions or actions regarding the property made by the management company. The management company is under contract to Client, not Company.

Client-Incurred Liens. Client understands that Company shall not be responsible for the clearance of any liens that may encumber the Property as a result of a liability created by Client.

Non-Assignable. Client understands that this agreement may not be assigned to any person without the prior written consent of the Company. In the event Client attempts to assign this agreement to any person prior to receiving the written consent of the Company, Client shall be removed from the Program.

	(initial) IV.	Ind	emnif	icati	ion o	f (Comp	an	y
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Client agrees to indemnify and hold Company, its subsidiaries, affiliates, agents, officers and employees, harmless from any and all losses, liabilities, claims, expenses, and damage awards, including, but not limited to attorneys' fees, that may arise from any claim, action, or demand, made by any third party due to or arising out of Client's participation in the Program or Client's ownership of one or more properties.

Please acknowledge your knowing and voluntary acceptance of the terms and conditions as provided by executing below.

Client:	Date
Client:	Date

Fax completed form with supporting documents to 888.202.4829 Or Courier to: City Capital Corp. ATTN Credit-Investor Program, 2000 Mallory Lane, Suite 130-301, Franklin, TN 37067

Past performance is not indicative of future results. This material is provided to inform clients and potential clients, and is based on data obtained from sources we deem to be reliable. It is not guaranteed as to accuracy and does not purport to be complete. This information is not intended to be used as the primary basis of investment decisions. Because of individual client requirements, it should not be construed as advice designed to meet the particular investment needs of any investor. City Capital recommends individuals consult their financial advisor before making any financial decision. It is not a representation by us or an offer or the solicitation of an offer to sell or buy any security. www.citycapcorp.com. City Capital Corporation (CTCC) 877.367.1463 © 2008

One Year Limited Mortgage Payment Guarantee

(initial) I. What We Will Do

REIAssure independently handles all Client information and customer service for Company related to the Credit-Investor Program, and independently administers the One Year Limited Mortgage Payment Guarantee on a "per property" basis. For the first 12 months following the date of closing of the Property and subject to the limitations below, REIAssure guarantees the property will be rented to a qualified tenant, or, for any month a qualified tenant cannot be found for the property, the company will pay the entire mortgage payment (Principle, Interest, Taxes and Insurance) on Client's behalf.

For the purposes of this guarantee, Company, Client and REIAssure will rely on the independent designated management company to determine suitability of tenants and the rentable condition of property. In no cases will discrimination of any basis be condoned or allowed by REIAssure, on the part of any of the participants in the qualification and rental process. When a qualified tenant is identified at any time following Client's purchase of a Property, Client alone will have the option to accept the tenant or decline rental to the proposed tenant. However, the REIAssure's obligation to find a qualified tenant and their obligation under this guarantee will have been met. In the event Client declines a qualified tenant and therefore extends the tenant selection process, any mortgage payments that become due and payable following Client's rejection of a qualified tenant will be the sole responsibility of Client.

For purposes of this guarantee, a Property that is in a condition to be rented shall be one in which any and all conditions to the property impacting the rentability of such Property have been satisfied, including but not limited to the performance of any replacements, repairs, maintenance, cleaning or the like based solely upon the discretion of the independent designated management company.

Understanding that rents are paid in advance, while mortgage payments are paid in arrears, and that the management company must have a reasonable time period to fill any vacancy, these timelines shall be followed in securing a qualified tenant (For the purposes of clarity, we will use the month's of June, July and August in the following examples):

From the date of closing, the management company has until the first mortgage payment due date to secure the first tenant for the property. Thereafter, in the event the management company notifies REIAssure and Client that the Property is vacant and in a condition to be rented prior to the 15th day of any month (ie, June 12), and a qualified tenant is not secured for the Property by the end of that month, REIAssure will pay the next month's (July 1st) mortgage payment (PITI-Principle, Interest, Taxes and Insurance) and each monthly mortgage payment thereafter until a qualified tenant has been found for the property.

In the event the management company provides notice to REIAssure and Client that the Property is vacant and in a condition to be rented after the 15th day of any month (ie, June 17), and a qualified tenant is not secured for the Property by the end of that month, REIAssure will provide notice to Client that Client will be responsible for the payment of the mortgage payment for the next month's (July 1st) mortgage payment, and REIAssure will be responsible for each monthly mortgage payment thereafter (ie, beginning with the August 1st payment) until a qualified tenant has been found for the property.

REIAssure will continue to pay the mortgage payment until a qualified tenant has been found for the property, for up to 12 months from the date of closing. In no case shall REIAssure's financial obligation be more than the monthly mortgage payment for the property, prorated for the months remaining after a vacancy occurs, up to the maximum of 12 months from date of closing.

(initial) II. What You Must Do

To qualify for the One Year Limited Mortgage Payment Guarantee, Client's Property must be managed by an independent, third-party management company designated by Company under this Program. The designated management company is not a part of REIAssure, and Client will have a separate written agreement with the management company (at closing). In any specific market, the same company(ies) will be selected for all

properties in this program. If Client chooses to use any other management option, including managing the property themselves, this guarantee is no longer in force.

The designated management company will handle all details of seeking and qualifying applicants to rent the Property. Background and/or credit checks will be provided. The qualification process for a suitable tenant will be discussed by the management company with Client. The management company will handle all accounts receivable (rents) and accounts payable (including net rent payments to Client), and provide complete accounting on the Property. Further, management company will do regular drive-bys and inspections of the property.

It is Client's responsibility to complete a Dual Notification Form, giving permission for the management company to dually notify the administering company of any changes in the status of the property.

If it becomes necessary for the management company to be changed (ie, for non performance), all clients who wish to remain covered by this Limited Guarantee program must change to the newly designated company.

If Client chooses to make any changes in the financing, ownership or management of the Property within the first 12 months after date of closing, this guarantee is void and no longer in force, and any additional mortgage payments remaining in the 12-month term will immediately become Client's responsibility.

If Client chooses to cancel this agreement or causes the termination of this agreement within the first 12 months after date of closing, all further obligations of REIAssure with respect to the Property, including but not limited to payment of remaining mortgage payments, will immediately become the responsibility of Client.

(initial) III. Loss, Damage or Repairs to the Property.

Client understands that REIAssure is responsible only for the payment of mortgages as detailed in this guarantee, and shall not be liable for any loss or damage to the Property sustained as a result of events not under the control of the Company, including but not limited to, fire, theft, natural disaster, act of God, etc.

Repairs After Closing. Client is the sole owner of Property at closing. Client responsible for all maintenance and repairs on Property after closing. It is recommended that Client escrows a set amount of funds each month with the designated management company for normal maintenance. In the event the designated management company notifies Client of necessary repairs and provides an estimate to Client of the cost of repairs, it is the obligation of Client to provide the funds necessary to effect the necessary repairs. If such repairs affect the rentability of the property, Client may forfeit mortgage payments under this program until such repairs are made.

(initial) **IV. What is Not Covered**

Profits. Company does not guarantee profits on individual properties, and this guarantee does NOT include payment of any rental profits on the Property in the event of a vacancy, ONLY the mortgage payment itself (PITI-Principle, Interest, Taxes and Insurance). CLIENT UNDERSTANDS THAT REIASSURE MAKES NO REPRESENTATIONS OR GUARANTEES OF REVENUE OR PROFIT TO BE EARNED BY THE PROPERTY TO CLIENT. CLIENT ACKNOWLEDGES THAT NEITHER REIASSURE NOR ANY PARTY ON REIASSURE'S BEHALF MADE OR DOES HEREBY MAKE ANY REPRESENTATIONS AS TO THE PAST, PRESENT OR FUTURE CONDITION, OPERATION OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY.

Extent of Coverage. Client acknowledges that the full extent of REIAssure's coverage and liability extend to the mortgage payments on covered property only, for a period not exceeding 12 months from the date of closing. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT REIASSURE IS MAKING NO EXPRESSED OR IMPLIED REPRESENTATIONS OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES PROVIDED HEREIN.

Client Decisions and Actions. Client understands that REIAssure shall not be liable for any decisions or actions regarding the property made by Client. This includes but is not limited to the clearance of any liens that may encumber the Property as a result of a liability created by Client.

	the management company. Although designated to handle properties under this program, the y is independent of REIAssure and under sole contract to Client, not REIAssure.
(initial) \	7. Non-Assignable.
prior written consent	at this guarantee may not be assigned or transferred to any other person or entity without the of REIAssure. In the event Client attempts to assign this guarantee to any person prior to consent of REIAssure, this guarantee shall terminate and Client shall be removed from the
(initial) \	I. Indemnification of Company
harmless from any arattorneys' fees, that n	emnify and hold REIAssure, its subsidiaries, affiliates, agents, officers and employees and all losses, liabilities, claims, expenses, and damage awards, including, but not limited to may arise from any claim, action, or demand, made by any third party due to or arising out of in this Limited Guarantee or Client's ownership of one or more properties.
Please acknowledge y below.	your knowing and voluntary acceptance of the terms and conditions as provided by executing
	Date
Client:	Date

Management Company. REIAssure shall not be liable for any recommendations, decisions or actions regarding



Hands-Free Real Estate Investments Using ZERO Cash, With Guaranteed Mortgage Payments &100% Of The Profits

CREDIT-INVESTOR PROGRAM- FREQUENTLY ASKED QUESTIONS

Q: "What does City Capital get out of all this?"

A: City Capital partners with cities and financial institutions to improve the quality of living of thousands of families nationwide, by providing high quality affordable homes. Our Mission is "Socially-Conscious Investing To Empower Urban Communities," and one of the main ways we accomplish this is through renovating scatter-site developments in urban communities around the country. We believe public, for-profit corporations can and should operate in a socially-conscious way. We put as much as 40% of our profits back into the communities themselves in the form of homeowner training programs, juvenile offender training, local community initiatives and more affordable homes for working-class families, and still show a positive bottom line for shareholders.

Q: "What do you mean by "affordable homes for working-class families?"

A: Many new homes today are simply outside the pricerange working-class families can afford. By some estimates, there is a 15-year backlog for homes that fit this category. This is a huge market need in every city across the country, and one that is largely not being addressed by most developers. That is why we have such a ready market for families for these homes, and why when we go into an area we are prepared to do dozens of properties, to create entirely new markets by bringing new value into these older neighborhoods and communities. And our Credit-Investors share the benefits of this added value in each market.

Q: "So how does City Capital make its money?"

A: City Capital is a public company (stock symbol CTCC), and generates profits from a variety of investments including its affordable homes program, biofuels production and more. Our profits come largely from our negotiations with community and city partners, who embrace our unique socially-conscious approach. These relationships often help us acquire properties in bulk, even entire blocks of houses or lots owned by cities, banks or individuals, at much deeper discounts than typical investors. The program management fee also helps offset some of the company's upfront costs in the program (but not out of your pocket).

Q: "Can't you make more on more expensive houses?"

A: Possibly, but that is the most overbuilt market in the country. Supply and demand means that the pricier houses,

built to make the most money per house, are also the ones most affected by market bubbles and bursts. The *Community Renaissance* process literally "creates" new markets, by creating more added value in communities than before. City Capital's Mission Statement is "Socially-Conscious Investing To Empower Urban Communities." Our philosophy is that making quality housing more accessible for workers and families, as homeowners, is the basis of building thriving communities. Credit-Investors are investing for profit, while becoming the instrument of change for families. Because each Credit-Investor can do up to 6 houses per year (depending on credit and income), there is plenty of profit to be made in socially-conscious developing... and the Credit-Investor does NONE of the work!

Q: "So why do you need me?"

A: We can't do it alone! City Capital's focus is on providing affordable homes for working-class families. Credit-Investors free the company's cash reserves for upfront costs associated with large-scale programs, such as acquisitions and renovations, to create more affordable homes for more families in more cities. The company's profits come primarily from their negotiations with city and community partners. We put back a portion of our profits into the local community through local programs such as at-risk youth training and first-time homeowner classes, and by using local contractors and other professionals. The \$3000 program management fee paid by the selling agency only offsets some of the program's other costs.

Q: "What kind of homes are these? Where are they?"

A: We primarily do renovations of existing two, three and four bedroom homes, in areas like Kansas City, Detroit, Cleveland, Warrendale, Memphis and other relatively stable urban areas with modestly-priced homes. These are usually in older, established neighborhoods that suffered during the flight to the suburbs, but are now located close to economic centers, shopping and jobs, and just need a company or group with a vision for renovating communities on a large scale to revitalize the market.

Q: "So, are these inner-city slums or project houses? Are these like "slumlord" properties?"

A: City Capital does not engage in properties that fall into traditional "government project" or "slumlord" categories, nor are these homes in the kind of stereotyped "warzones" the press usually shows. In fact, most government "projects" have proven tremendous failures

and created many social and family issues. Cities look to us to renovate existing single-family homes to create new value and a viable tax base in these prime urban areas. In every case, city and community partners have targeted areas – usually within municipal boundaries or city limits, sometimes outside of the city itself (but not farflung suburbs) – where they need affordable worker and family housing. Most are scatter-site developments of dozens or hundreds of homes. The fact is that "slumlords" and real estate flippers don't like to see us coming, because we raise the expectations of the working-class, blue-collar lower-to-middle income families for high-quality affordable homes with dignity!

Q: "Are these government subsidized houses?"

A: Although in some cases HUD Section 8 or Housing Choice Vouchers may be used by tenants, City Capital does not generally pursue subsidies other than through local incentives and community partnerships. Most of these homes are priced so working-class families can afford them. Most of the homes are rented first, and we cannot and will not allow discrimination against qualified tenants, including those who pay with Housing Choice Vouchers. These are actually excellent prospective tenants, as demographics show this market typically remains in a lease much longer than the general population.

For those not familiar with the Voucher program, essentially the U.S. government guarantees your payments, and sends the payment directly to the management company. As an additional benefit to the owner, Section 8 tenants are required to stay at least one year, and cannot break their lease without the owner's permission. If they do, or if they are identified as "problem tenants," they or risk losing their right to take part in the voucher program entirely.

For many tenants however, the objective is to ultimately do either a lease-to-own or "season" their credit through regular rent payments, so they can qualify to buy the home in the future (unless the Credit-Investor is only interested in a long-term rental property). City Capital works closely with the city and our local partners to get renters and buyers approved on the homes, so the investor can cash out and hopefully reinvest again, and the family can become owners instead of renters.

Q: "What level of quality can I expect?"

A: Whether an identified property is in need of only minor repairs, or needs major work to bring it to "like new" condition, we require our local and community partners to go above and beyond normal "rehab" work. We spot inspect properties to ensure compliance and require inspection certificates after repairs are done. In most cases all plumbing is removed and replaced; new

electrical service installed; furnace and water heaters replaced (whether these items "need" to be or not). New tile and all new appliances are installed in the kitchen; security equipment and fixtures put in place; and new paint and carpet installed or hardwood floors refinished (depending on condition). These are only some of the steps taken inside to make sure you have as no-hassle ownership as possible, and that your tenants have exceptional quality, to build loyalty and a sense of ownership. Similar steps are taken for the exterior.

Q: "What about property management?"

A: We designate one or more independent property management companies, and require they keep a prescreened list of ready tenants. In addition, they must do monthly drive-bys and property inspections, to ensure any potential tenant issues are caught early. Along with notifying you, they must dual-notify us of any developments regarding the tenant or property throughout the term of the guarantee, so we are always aware of the status of your property. Clients who utilize the designated independent management company may also be covered under the 12-Month Limited Mortgage Payment Guarantee. If you prefer to use your own management person or company, you have the right to do so as well... you own the property.

Q: "How risky is this?"

A: No investment is completely "risk-free," but real estate is considered one of the safest, because it's secured by "real" property, and Credit-Investors have fewer risks than lone investors. Because our city and community partners often provide entire blocks of property, and waiting lists of pre-qualified renters and buyers. Even though demographic studies show lower middle-income "working-class" people tend to remain in properties longer than the general population, your mortgage payment is guaranteed paid for up to 12 months if the house is ever vacant. No private investor enjoys any of these advantages.

All of these factors give us a unique financial position in these homes, providing an extra "cushion" against market swings or "bubbles," which you share as *immediate 15%-20% equity* (based on the lender's appraisal, not ours), and 100% of all net profits – from rents and resale.

Q: "What are my costs?"

A: While there is a \$3000 program management fee for each property, this is typically paid by the selling agency, and all **new clients receive their first transaction FREE regardless.** Plus, Credit-Investors who purchase multiple properties at one time have this fee paid for them on each and every property. That means absolutely NO COST out of your pocket to begin investing hands-free today. The independent property management company typically

charges 10-15%, but this comes from rental income, not an upfront fee.

Q: "What about taxes?"

A: We're not tax advisors, and that's who you should really ask about this. There could be many good tax incentives you may qualify for, such as long-term depreciation that can directly decrease your tax liability on your income, but a lot depends on how you do your taxes. So get with your CPA and ask. In the final analysis, holding real properties with cash-flow and 15-20% equity should offset almost any tax issues.

Q: "How do you still do 'No Money Dow' investor loans?"

A: Because of our intense work in urban communities, City Capital has non-profit partners that pay any downpayment monies due at closing, so our Credit-Investors don't have to. This is in accordance with the most current federal lending regulations regarding investor financing.

Q: "So all it takes is my credit - no cash?"

A: All you need to participate is a credit score (FICO Score) of at least 700 or higher, \$70,000 or more combined household income with supporting documents for the lender, and you can participate with no cash out of your pocket.

Q: "Can't I participate if my FICO score is less than 700?"

A: It depends on a lot of factors. We have had people go through and purchase properties slightly under the 700 threshold, but the lender may require other documentation, etc. Ultimately, it is the lender who makes the final call.

Q: "What's the catch? Is there a long-term obligation?"

A: None that we can see. It takes no cash, you do nothing, the company does everything, and you get all the net profits from the rents and the final sale. You begin with 15-20% equity and immediate cash-flow, and your mortgage payment is guaranteed for the first full year if it's ever vacant! You have complete control—it is your property. You can sell it, cash out, or end the management contract at any time with no penalty from us. Or, keep getting the rental income as long as you want. You can use the designated property management company to manage it, and have your mortgage payments guaranteed, or you can use a different company or even manage it yourself. You have NO obligation to continue or to do any other deals (even though you'll want to, once you see how easily it all works!)

Q: "What about insurance? Taxes? Utilities?"

A: As with most mortgages, fire and damage insurance are included in the monthly mortgage payment, covered by the rent. We often have tax abatements because of the extensive work we are doing in each community, but if not, taxes are normally escrowed at closing and included in your monthly mortgage payments. As far as utilities, each community is different, but generally either your tenant will pay for these separately, or you will include their costs in your rent.

Q: "How soon can I get a house and make money?"

A: First, we need to complete your Pre-Application, then we must receive all of your support documents. After that, you are placed in the **Property Acquisition Queue**. From the time you are matched with a house, it can take as little as one week to as much as 60-90 days to match you with a house, depending on current availability and your position in the Queue. Those who elect to do multiple purchases are placed in a shorter Queue and therefore the time it takes to get a property may be reduced. After accepting the property, closing takes about 30 days and our objective is for you to have a ready tenant at closing.

Q: "How does the 'Property Acquisition Queue' work?"

A: The Queue is really the simplest part of the program, and makes sure that one investor doesn't receive preferential treatment over another. As new qualified Credit-Investors come into the Queue, they start at the bottom position. As new completed properties become available, they go to the top position in the Queue first. So if there are ten people in the Queue, you would come in at number eleven. When the next property becomes available, it would be offered to the Credit-Investor in position number one.

If that investor accepts the property, the next available home would be offered to number two, then number three and so on. If the first investor passes on the home, it is offered to the next in line, and so on. Once a property has been offered, whether accepted or not, the top investor drops back to the bottom of the Queue to rise back to the top and await their next property.

The process is completely fair and democratic, and you always retain complete control over your decision. Being matched with a property only means you have been provided the pertinent data about the home (values, market rents, etc.) and have the option to purchase it or pass. No property ever goes to closing without your OK and acceptance.

Investors wishing to purchase multiple properties are placed in a separate, smaller Queue, so they only have to go through the loan qualification process once whether purchasing two or three or even six properties at the same time. The \$3,000 program management fee is paid for each of the properties they buy at the time of closing.

Q: "How many houses can I do? How much can I make?"

A: You may invest in up to 6 homes each year, based on your credit and income. Some Credit-Investors choose to do several at one time, and avoid all program management fees. Your profit depends on the property, and we give you a detailed analysis on each in advance.

We make sure your property will cash-flow at closing, but don't look to live off your rents! Remember, these are affordable homes, not cash cows! Your rent should cover normal operating expenses with some left over for any repairs along the way. Buying with 15%-20% equity (based on the lender's appraisal), our recommendation is to buy your homes with more than a short-term gain in mind.

Q: "How will this affect my credit?"

A: Any major purchase makes some impact on your credit, especially right after any major purchase. However, since each property is income-producing, it should create less effect than other major purchases. Many of our clients qualify to make multiple purchases at the same time. Plus your mortgage is covered for any month the house is vacant during the first year. And your information is only used with your permission by City Capital, our lenders and partners.

Q: "What if I want to invest cash, or rollover my IRA or 401K for tax-deferred investment?"

A: We have a number of programs for cash and rollover investors, depending upon how much you have to invest. We can get more information on these other programs to you, if you wish (NOTE THIS ON APPLICATION).

Q: "What are my next steps?"

Sign or initial the forms in this packet and gather the support documents required. We'll set up a good pickup time for you, and a notary service if you don't have a notary available.

--Then--

Return the completed packet by the courier with the support documents. All documents must be received before you may be added into the **Property Acquisition Oueue.**

Q: "What kind of supporting documents are required?"

A: Nothing more than the standard documentation for any mortgage. Individual lenders have varying requirements, but examples of normal support docs include:

- a) Copy of your drivers license and one other ID.
- b) Last two years tax returns, W-2's and 1099's, etc.
- c) Last full month's pay stubs
- d) 3 month's financial statements (personal, business, investment accounts--money market, IRA, 401k, etc.)
- e) A listing of any income other than current employer (ex: retirement, social security, child support, etc.) and list of any other real estate, its value, existing lien and monthly mortgage amount (if applicable)

For Any Other Questions, To Discuss Your Particular Needs Call Toll-Free 877-367-1463 Or Call Your Representative

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Who is City Capital?

City Capital Corporation (CTCC) is a publicly-owned company engaged in leveraging investments, holdings and other assets to create self-sufficiency for communities around the country and the world. City Capital manages diverse assets and holdings, ranging from urban revitalization programs to biofuels development and more.

City Capital puts as much as 40% of their profits back into the communities themselves in the form of training programs, and local community initiatives. The company's practical development and redevelopment programs employ local solutions, and return significant amounts of profit to the local communities, who in turn often grant generous incentives and cooperation to accelerate projects. City Capital consistently delivers, and has been called a "Proven Market Maker." By literally "creating their own markets," the company generates significant returns for its cash and credit investors.

"We verified the expertise of his extensive support team, and concluded they were capable and had produced measurable results. If I were to choose one word to describe Ephren Taylor and **City Capital**, it would be *integrity*. They do what they say, when they say they will. -- Lois Ali, Executive Director, Consortium for Economic and Community Development, Cleveland, OH

As a result of their national Urban Wealth Tour and the high regard CEO Ephren W. Taylor II holds in the national affordable homes picture, City Capital is often requested to come into a city and effect "community renaissance." Their team meets and establishes relationships with government and community leaders, economic development groups, community development corporations (often owned by churches or other nonprofits), contractors, property managers, financial sources and other service providers. Together they identify target areas for revitalization, convenient to local businesses and shopping, business districts and corporate headquarters, and public transportation. They also look for good, family recreational facilities such as parks and swimming pools, and select local programs to support, such as new homeowner training and at-risk youth programs. The company negotiates available incentives such as property tax abatements, infrastructure improvements, block grants and other resources with city and community leaders.

Private real estate investors naturally look only at how much profit they can make from individual home purchases, and not a long-term, bigger picture of community change. City Capital believes that a for-profit corporation can and should do the kind of work that nonprofits do, and that corporate profits allow this on a much larger scale. City Capital's vision is to create affordable homes for working-class families by utilizing and creating unique opportunities for "Socially-Conscious Investing To Empower Urban Communities." One of the ways this is accomplished is through the Credit-Investor program.

The company makes sure each home is renovated to our stringent guidelines. These include items such as new plumbing, green improvements such as new energy efficient furnaces or heat pumps water heaters and appliances, and energy-saving double-pane windows and insulated steel doors. Whatever needs to be done is done, depending upon the area and home, to make it right from day one for Credit-Investors, tenant families, and ultimate homeowners.

"We don't want to be tied down to our investments or anything else. We could not enjoy the lifestyle we have if we were stuck overseeing property and spending hours each week managing investments." -- Dan and Sandy Dollarhide

15-20% of the equity in the property is passed on to you, as well as a qualified tenant and cash-flow from the beginning, professional property management -- and they even guarantee your mortgage payment for the first full year if it's vacant any month. And you keep 100% of the net rental and net resale profits. Private real estate investors take on much more risk than Credit-Investors in this program.

The value of the home is based on the independent lender's appraisal process. Individual investors alone, without any baseline community or local government support or incentives, cannot create the kind of positive community changes required to sustain positive market changes. There is no crystal ball as to future value of your property, but only a master plan approach such as this can effect the kind of dramatic changes described. Only by going in with the intention of completing dozens and dozens of quality, affordable homes for blue-collar, hard-working families, can an area undergo a "community renaissance."

"This 'skeptic's skeptic' is totally convinced: My capital, in **City Capital's** hands, can earn much, much more... In just a few transactions **City Capital** has generated more cash flow than all of our rental properties in over a year."-- *Gerhard & Rita Dupont*

Everything possible is done to ensure that, at resale, Credit-Investors have a piece of a much bigger vision, and get to share in the profits of our overall success along with the community and families involved. And then do it again. And again. And again.

You can learn more about City Capital at www.citycapcorp.com

Who is Ephren W. Taylor II?

Should corporations be actively engaged in turning the tide of urban community decline? Are the concepts of creating affordable homes for working class families and nationwide urban renaissance at odds with corporate profits?

City Capital Corporation's CEO Ephren W. Taylor II doesn't think so. Unlike many corporate powerhouse CEOs, Taylor focuses on socially-conscious investing and development while making profits for his investors. Although his approach has been compared to a national non-profit, as a profit-based enterprise, City Capital is able to invest and reinvest in community initiatives across the country. Ephren Taylor is widely-considered a "high-performance visionary with the ability to make things happen, when nobody else can."

"We don't just build houses for people; we build *affordable homes for working-class families*, and forge initiatives that revitalize urban areas in a positive way. We're proving it's possible to maintain a profitable company that is *socially-conscious*. If you provide affordable homes and affordable storefronts, whole communities can be revitalized, and there's still room for investors to earn strong returns, so they will continue to invest in the process." -- *Ephren W. Taylor II, CEO*

City Capital's model of "Socially-Conscious Investing To Empower Urban Communities" has been recognized for its success by government and community leaders in cities across America. Some people think these activities should be left to non-profits, but City Capital is proving a for-profit, public corporation can go in, bring in the investing power of hundreds, even thousands of investors, and create a financial renaissance within a community by renovating hundreds of homes. And making a fair profit. And reinvesting those profits again and again, in more families across the country.

Taylor created these concepts unique approaches to development and investment as a teen, and was honored with the Kansas Young Entrepreneur of the Year award as a result. He has been recognized as America's Youngest African-American CEO of any Public Company. Today he is a weekly commentator on financial and housing issues on FOX News and other national media including CNBC's "Big Idea," "Your World with Neil Cavuto," "Bulls and Bears," the "Tom Joyner Morning Show," the "Doug Banks Morning Show," "Montel" and many others.

Taylor's Urban Wealth Tour visited 18 cities in 2007 presenting his economic empowerment message to thousands across America, bringing together educational, non-profit and government leaders to create positive

change in urban communities. Many new community opportunities have resulted, new local key contact relationships established, and new prospective investors attracted to the company through the Tour.

He has served as keynote speaker for dozens of colleges and business organizations; as a frequent guest panelist for events such as the Wall Street Economic Summit and the Congressional Black Caucus, Future Business Leaders of America-Phi Beta Lambda and many others. Taylor's message to young people from coast-to-coast is one of empowerment and self-sufficiency. As he delivers this message to standing-room-only audiences nationwide, he continues to open doors of partnership and opportunity with municipal, state, community and corporate representatives in each city.

City Capital In The News

For more detail on any of these news stories, visit **www.CityCapCorp.com** or go to any online finance website and type in the symbol **CTCC.**

- ABC's 20/20 Young Entrepreneurs Spotlights Taylor
 & City Capital's Efforts to Revitalize Communities
- City Capital and Verde Bio Fuels, Inc. Sign 10,000,000 Gallon Purchase and Distribution Agreement
- City Capital CEO Ephren W. Taylor II Keynote Speaker For The U.S. Department Of Housing and Urban Development
- City Capital and Goshen Energy Resources Announce Landmark Partnership With Native American Biofuels International
- City Capital CEO Ephren W. Taylor II Invited to Speak in Washington, D.C. & at Presidential Classroom as Part of Urban Wealth Tour
- City Capital CEO Ephren Taylor's "Success From The Inside Out" Released By John Wiley Publishing
- City Capital's Ephren Taylor To Take Revitalizing Message To 25 U.S. Cities In "Urban Wealth Tour"
- City Capital CEO Ephren W. Taylor II Presents \$350,000 Check to Cheyney University, Establishing New Entrepreneurial Institute
- City Capital Signs Letter of Intent to Acquire & Develop Kansas City Subdivision

- City Capital Corporation Elects 30-Year Marketing and Business Growth Veteran W. Emerson Brantley III to Board of Directors
- CNBC Features City Capital CEO Ephren Taylor's \$50 Million Growth Strategy
- City Capital CEO Ephren W. Taylor II Featured Panelist for 2007 Wall Street Economic Summit --Over 4000 Registrants And Attendees Present
- City Capital Corporation Credit-Investor Program Expands Nationwide; Investors Use Credit Alone to Invest With No Funds Out-of-Pocket
- City Capital Appoints Former Barbados Consul Donald R. McCarthy to Board of Directors
- City Capital CEO Ephren W. Taylor II Asked to Host National XM Satellite Radio Show
- Tom Joyner Morning Show Honors City Capital CEO Ephren Taylor as "Living Black History"
- First Sales Take Place in Kansas City Historic Jazz District Development Project One Week After Acquisition By City Capital Corporation

"We feel as though we have been searching for **City Capital** our whole adult investing life. We are VERY satisfied with the relationship and we are continuing invest with them. Our investments are generating more now than ever before." -- *Michael and Ella Charles; Financial Advisor and VP of Banking Center for national bank*

INVESTMENT OPPORTUNITIES

City Capital's unique Credit-Investor Program allows individuals to use their good credit alone (700 or higher FICO score and \$70,000 household income) and no cash, to invest in affordable real estate, as sole owners. City Capital handles all the details: research, acquisition, repairs, and guarantees the first year's mortgage payments for any month the property is vacant. The client keeps 100% of all rental and resale profits.

City Capital also has numerous investment programs for cash and rollover clients.

City Capital (CTCC) stock is currently available publicly over the counter. For more on these and other investment opportunities, speak to a staff member or contact **City Capital**.

City Capital Corporation (CTCC) is engaged in leveraging investments, holdings and other assets to create self-sufficiency for communities around the country and the world. City Capital currently manages diverse assets and holdings including real estate developments, biofuels properties, and more.

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