FILE

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John D. Broten
Vice President

RECEIVED-DOCKETING DIV

2007 APR 24 PM 1:40

PUCO

Verizon Select Services, Inc.
6665 North MacArthur Boulevard
HQK02E59
Irving, Texas 70359
Phone: 908-559-1413
Fax: 908-559-1413
john.d.broten@verizon.com

April 23, 2007

Ms. Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 East Broad, Street
Columbus, OH 43215-3793

07-309-TP-ZTA
90-5079-CT-TRF

Re: Verizon Select Services Inc.
<u>Affidavit for Verizon Visa Calling Card Plan</u>

Dear Ms. Jenkins:

Verizon proposes to terminate future rebate earning potential as of June 30, 2007 for Postpaid VSSI Visa Calling Card Plan. Customers will be allowed to use earned rebates 180 days after posting to customer account or August 31, 2007, whichever comes first. VSSI also proposes to grandfather the VISA Calling Card Plan as of March 22, 2007.

The purpose of this correspondence is to certify that customers were notified of changes to the VSSI Visa Calling Card Plan between January 27 and January 29, 2007 via Citibank Corporation.

I hereby certify that, to the best of my knowledge and belief, all customers affected by the changes to VSSI's Visa Calling Card Plan were properly notified of such changes through the attached notice(s) provided by Citibank Corporation between January 27 and January 29, 2007.

Sincerely,

John D. Broten
Vice President

4/19/07

DOREEN K. MARTINEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-MA6046374
Qualified in Orange County
Commission Expires August 14, 2010

NOTARY PUBLIC STATE OF NEW YORK

GSB DESIGN INC.

phone 646-230-1900 fax 212-228-9896

Round 3 1/16/07	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	Client Initials
	Proof Initials		DirPro Initials

THL 14 1.15.07

F-VZE17-GS10

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS10
Lasertext Code

citi

100% PMS 288

100% PMS 485

This letter outlines important information about the closing of your account ending in: XXXX

Name
Address Line 1
Address Line 2
City, ST 98765-4321

Dear Name.

Citi®, the issuer of your Verizon Card ending in XXXX, is discontinuing this card. We appreciate your cardmembership. This letter outlines important information about the closing of your account.

When will your account be closed?

No further charges will be accepted on your account as of 3/20/07. Your current account terms and conditions will continue to apply to any balances remaining on the card.

What to do about your outstanding balances.

If you have an outstanding balance, you will continue to receive a monthly statement even after your account is closed. You should continue to send payments until your balance is paid in full. Prompt payments will protect your credit rating.

If you have a rewards card, what to do about rewards you may have earned.

If your Verizon Card currently includes earning calling card rewards or statement credit rewards, you may use your card and continue to earn rewards until 3/20/07. After that date, your account will be closed. If you have earned calling card rewards, you will be able to redeem any accrued rewards until 5/31/07. If you have earned statement credit rewards, you'll receive a check for any remaining accrued rewards in 2-3 months after your account is closed.

LASERED TYPE Laser Green

PRINTS 100% Black

What about automatic monthly payments you have set up?

If you have set up automatic monthly payments to your card, please contact these businesses to establish an alternative form of payment to ensure continued membership/status/coverage

If you are enrolled in a debt protection product or credit insurance product such as CreditShield, Credit Protector Balance Protector or PaymentAid, you will continue to be billed for these services until there is no balance remaining on your account, at which time your coverage will terminate. During this time, all terms and conditions will continue to be in effect.

If you are enrolled in another membership program that bills to your account monthly, such as Watch-Guard, Drive America®, Citi® Credit Monitoring Service, IdentityMonitor from Citi® or others, your membership/coverage will terminate unless you contact the program provider and provide an alternative form of payment. If you have supplemental insurance coverage, such as accidental death, hospital indemnity or others, your coverage will also terminate unless you contact the insurance company to establish an alternative form of payment to ensure continued coverage. You can find the phone number for each program on your monthly billing statement next to that program's charge.

If now, or at anytime in the future, you would like help finding a credit card that's right for you, just visit www.citicards.com to apply or call 1-800-643-0997 for an application.

Sincerely,

Kendall E. Stork, President and CEO, Citibank (South Dakota), N.A.

P.S. If you have any questions, please call Customer Service at 1-800 643 0997.

LVZE17-GS10 9999999999999999 9999999 999 9999999999 F-VZE17-GS10

GSG DESIGN INC. 33 E 17, NY 10003
phone 646-230-1900
fax 212-228-9898

Round 4 1/22/07	AE Initials / Proof Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	Client Initials / DirPro Initials

THL 1/22/07

F-VZE17-GS1

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS1
Lasertext Code

citi

100% PMS 268

100% PMS 485

Important Notice:

You will receive a new
Citi® Diamond Preferred® Rewards
American Express® Card
to replace your Verizon Visa® Card.

Name
Address Line 1
Address Line 2
City, ST 98765-4321

Your card ending in: XXXX

Invitation Number: XXXXXXXXXX

Dear Name,

Citi®, the issuer of your Verizon Visa® Card, is discontinuing this credit card effective March 20, 2007. But since you are a valued customer, you can still keep enjoying Citi Card benefits because you have been selected to automatically receive the Citi® Diamond Preferred® Rewards American Express® Card as a replacement for your Verizon Visa account.

What you should know about your new Citi Diamond Preferred Rewards American Express Card:

- You'll automatically be enrolled in ThankYou℠ Network, a no-fee rewards program. You'll start earning ThankYou Points on purchases – 1 point for every $1 you spend – as soon as you use your new card. You can redeem the points you earn for great rewards, such as travel gift certificates, electronics, gift cards and more. For more information about this reward program, see *Citi Diamond Preferred Rewards Card Terms and Conditions* on the back of this letter.
- There is no annual fee. Your pricing and terms, including your variable APRs based on the U.S. Prime Rate, will stay the same as your current card. Please see the Citibank Disclosures on the back of this letter for more information.
- Any outstanding balances on your current account will be automatically transferred to your new account.
- You'll get Citi Card protection benefits, such as Price Protection,* Citi® Identity Theft Solutions and Fraud Early Warning.
- You'll get special money-saving offers on airfare, dining, hotels, clothing, electronics and more when you visit www.mylifemycard.com/selects

What you need to do next:

- Your new card will arrive automatically at the end of March 2007 as long as you do not default under any Card Agreement you have with us. In the meantime, you may continue to use your Verizon Visa Card and earn calling card rewards until you receive your new Card.
- You will be able to redeem any accrued calling card rewards until 8/31/07. They will no longer be available to you after that date.
- If you prefer not to accept your new Citi Card, call **1-888-755-8973** by **3/5/07** (the hours of operation are 7am-11:30pm ET, Monday-Thursday and 7am-7pm ET, Friday). Please keep in mind if you choose not to receive the Citi Diamond Preferred Rewards American Express Card, your Verizon Visa account will be closed.
- Since your new card will have a **new account number**, once you receive your card, please make sure to notify any businesses that automatically bill your card to ensure continued, uninterrupted billing. If you are currently enrolled in Credit Protector, CCMS, Health Saving Solutions, IdentityMonitor from Citi℠ or WatchGuard, your membership will automatically transfer to your new account.
- If you are a member of another membership program that automatically bills to your Verizon Visa, such as Drive America® or others, your membership/coverage will terminate when your account is changed or closed, unless you contact the program provider and provide an alternative form of payment. If you have any supplemental insurance coverage, such as accidental death, hospital indemnity or others, your coverage will also terminate, unless you contact the insurance company to establish an alternative form of payment to ensure continued coverage. You can find the phone number for each program on your monthly billing statement next to that program's charge.

Enjoy your new Citi Card. To receive it do nothing. Your new card will arrive at the end of March, 2007.

Sincerely,

Kendall E. Stork, President and CEO, Citibank (South Dakota), N.A.

P.S. You may continue to use your Verizon Visa Card until your Citi Diamond Preferred Rewards American Express Card arrives. If you prefer not to accept, or if you have any questions, call 1-888-755-8973 by 3/5/07.

*Price Protection is underwritten by [illegible] Insurance Company. (Coverage is limited to $250 per item and a maximum of $1,000 per cardmember per year.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

LASERED TYPE Laser Green

PRINTS 100% Black

OSO DESIGN INC. 33 E. 17 NY, 10003
phone 646-230-1900
fax 212-228-9898

Round 4	AE Initials	Client Checklist (please check each box that applies)	Client Initials
1/22/07	Proof Initials	☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	DirPro Initials

THL r4 1.5.07

F-VZE17-GS1

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS1
Lasertext Code

CITIBANK DISCLOSURES

Annual percentage rate (APR) for purchases	variable.
Other APR	Cash advance APR: 23.24% variable. Default APR: 32.24% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The purchase and balance transfer rate equals the U.S. Prime Rate** plus . The cash advance rate equals the U.S. Prime Rate plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	None.
Minimum finance charge	50 cents.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.

Transaction fee for cash advances: 3% of the amount of each cash advance, $5 minimum.
Transaction fee for balance transfers: 3% of the amount of each balance transfer, $5 minimum, $75 maximum.
Late fee: $15 on balances up to $100; $29 on balances of $100 up to $250; and $39 on balances of $250 and over.
Over-the-credit-line fee: $39.

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

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

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

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

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

LASERED TYPE
Laser Green
PRINTS
100% Black

THANKYOU℠ NETWORK
CITI DIAMOND PREFERRED REWARDS CARD TERMS AND CONDITIONS

- ThankYou Network is offered to certain cardmembers ("you") at the sole discretion of Citibank (South Dakota), N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Network or any portion thereof may be revised or terminated with 30 days' prior written notice. If ThankYou Network is terminated, you will only have 90 days from ThankYou Network termination date to redeem all your accumulated ThankYou Network points ("ThankYou Points"). However, ThankYou Network rewards may be changed or substituted, as well as ThankYou Point levels required for specific ThankYou Network rewards adjusted, at any time without prior notification.
- Unless you are participating in a limited-time promotional offer, you will earn one ThankYou Point for every dollar you spend on purchases (no other transactions qualify to earn ThankYou Points). You can earn up to 75,000 ThankYou Points during any calendar year (eligible purchases appearing on your January-December billing statements). You may only earn ThankYou Points on your Card Account as long as it is open and current. ThankYou Points expire five years from the end of the calendar year in which they are earned unless ThankYou Network is terminated.
- If you are approved for a Card Account, a ThankYou Network Member Account ("ThankYou Member Account") will be set up for you. ThankYou Points post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

ALL UNMARKED TYPE
100% Black

GSG DESIGN INC. 33 E 17, NY, 10003
phone 646-230-1900
fax 212-228-9898

Round 4 1/22/07	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	Client Initials
	Proof Initials		DirPro Initials

THL 16 1.22.07

F-VZE17-GS4

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS4
Lasertext Code

100% PMS 200

100% PMS 485

LASERED TYPE Laser Green

PRINTS 100% Black

citi

Important Notice:

You will receive a new
Citi® Diamond Preferred® Rewards MasterCard®
to replace your Verizon Visa® Card.

Name
Address Line 1
Address Line 2
City, ST 98765-4321

Your card ending in: XXXX
Invitation Number: XXXXXXXXXX

Dear Name,

Citi®, the issuer of your Verizon Visa Card®, is discontinuing this credit card effective March 20, 2007. But since you are a valued customer, you can still keep enjoying Citi Card benefits because you have been selected to automatically receive the Citi® Diamond Preferred® Rewards MasterCard® as a replacement for your Verizon Visa account.

What you should know about your new Citi Diamond Preferred Rewards MasterCard:

- You'll automatically be enrolled in ThankYou℠ Network, a no-fee rewards program. You'll start earning ThankYou Points on purchases – 1 point for every $1 you spend – as soon as you use your new card. You can redeem the points you earn for great rewards, such as travel gift certificates, electronics, gift cards and more. For more information about this reward program, see Citi Diamond Preferred Rewards Card Terms and Conditions on the back of this letter.
- There is no annual fee. Your pricing and terms, including your variable APRs based on the U.S. Prime Rate, will stay the same as your current card. Please see the Citibank Disclosures on the back of this letter, for more information.
- Any outstanding balances on your current account will be automatically transferred to your new account.
- You'll get Citi Card protection benefits, such as Price Protection,* Citi® Identity Theft Solutions and Fraud Early Warning.

What you need to do next:

- Your new card will arrive automatically at the end of March, 2007 as long as you do not default under any Card Agreement you have with us. In the meantime, you may continue to use your Verizon Visa Card and earn calling card rewards until you receive your new Card.
- You will be able to redeem any accrued calling card rewards until 8/31/07. They will no longer be available to you after that date.
- If you prefer not to accept your new Citi Card, call **1-800-444-2568** by **3/5/07**. Please keep in mind if you choose not to receive the Citi Diamond Preferred Rewards MasterCard, your Verizon Visa account will be closed.
- Since your new card will have a **new account number**, once you receive your card, please make sure to notify any businesses that automatically bill your card to ensure continued, uninterrupted billing. If you are currently enrolled in Credit Protector, CLMS, Health Saving Solutions, IdentityMonitor from Citi℠ or Watch-Guard, your membership will automatically transfer to your new account.
- If you are a member of another membership program that automatically bills to your Verizon Visa, such as Drive America® or others, your membership/coverage will terminate when your account is changed or closed, unless you contact the program provider and provide an alternative form of payment. If you have any supplemental insurance coverage, such as accidental death, hospital indemnity or others, your coverage will also terminate, unless you contact the insurance company to establish an alternative form of payment to ensure continued coverage. You can find the phone number for each program on your monthly billing statement next to that program's charge.

Enjoy your new Citi Card. To receive it do nothing. Your new card will arrive at the end of March, 2007.

Sincerely,

Kendall E. Stork, President and CEO, Citibank (South Dakota), N.A.

P.S. You may continue to use your Verizon Visa Card until your Citi Diamond Preferred Rewards MasterCard arrives. If you prefer not to accept, call 1-800-444-2568 by 3/5/07.

*Price Protection is underwritten by Trinity Insurance Company. (Coverage is limited to $250 per item and a maximum of $1,000 per cardmember per year.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

GSG DESIGN INC. 13 E 17 NY 10003
phone 646-230-1900 fax 212-228-9898

Round 4	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	Client Initials
1/22/07	Proof Initials		DirPro Initials

THL 15 1.25.07

F-VZE17-GS4

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS4
Lasertext Code

CITIBANK DISCLOSURES

Annual percentage rate (APR) for purchases	variable.
Other APR	Cash advance APR: 23.24% variable. Default APR: 32.24% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The purchase and balance transfer rate equals the U.S. Prime Rate** plus . The cash advance rate equals the U.S. Prime Rate plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	None.
Minimum finance charge	50 cents.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.

Transaction fee for cash advances: 3% of the amount of each cash advance, $5 minimum.
Transaction fee for balance transfers: 3% of the amount of each balance transfer, $5 minimum, $75 maximum.
Late fee: $15 on balances up to $100; $29 on balances of $100 up to $250; and $39 on balances of $250 and over.
Over-the-credit-line fee: $39.

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

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

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

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

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

LASERED TYPE
Laser Green
PRINTS
100% Black

THANKYOU℠ NETWORK
CITI DIAMOND PREFERRED REWARDS CARD TERMS AND CONDITIONS

- ThankYou Network is offered to certain cardmembers ("you") at the sole discretion of Citibank (South Dakota), N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Network or any portion thereof may be revised or terminated with 30 days' prior written notice. If ThankYou Network is terminated, you will only have 90 days from ThankYou Network termination date to redeem all your accumulated ThankYou Network points ("ThankYou Points"). However, ThankYou Network rewards may be changed or substituted, as well as ThankYou Point levels required for specific ThankYou Network rewards adjusted, at any time without prior notification.
- Unless you are participating in a limited-time promotional offer, you will earn one ThankYou Point for every dollar you spend on purchases (no other transactions qualify to earn ThankYou Points). You can earn up to 75,000 ThankYou Points during any calendar year (eligible purchases appearing on your January-December billing statements). You may only earn ThankYou Points on your Card Account as long as it is open and current. ThankYou Points expire five years from the end of the calendar year in which they are earned unless ThankYou Network is terminated.
- If you are approved for a Card Account, a ThankYou Network Member Account ("ThankYou Member Account") will be set up for you. ThankYou Points post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

ALL UNMARKED TYPE
100% Black

GSG DESIGN INC. 33 E 17 NY 10003
phone 646-230-1900
fax 212-228-9898

Round 4	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE	Client Initials
1/22/07	Proof Initials	☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	DirPro Initials

THL 17 1.22.07

F-VZE17-GS6

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS6
Lasertext Code

citi

100% PMS 288

100% PMS 485

Important Notice:

You will receive a new
Citi® Platinum Select® Visa® Card
to replace your Verizon Visa® Card.

Name
Address Line 1
Address Line 2
City, ST 98765-4321

Your card ending in: XXXX
Invitation Number: XXXXXXXXXX

Dear Name,

Citi®, the issuer of your Verizon Visa Card, is discontinuing this credit card effective March 20, 2007. But since you are a valued customer, you can still keep enjoying Citi Card benefits because you have been selected to automatically receive the Citi® Platinum Select® Visa® as a replacement for your Verizon Visa account.

What you should know about your new Citi Platinum Select Visa Card:

- There is no annual fee. Your pricing and terms, including your variable APRs based on the U.S. Prime Rate, will stay the same as your current card. Please see the Citibank Disclosures on the back of this letter, for more information.
- Any outstanding balances on your current account will be automatically transferred to your new account.
- You'll get Citi Card protection benefits such as Citi® Identity Theft Solutions, $0 Liability on unauthorized charges and Fraud Early Warning.
- You'll be able to manage your account online with free online services: see current balance and unbilled activity, pay your credit card bill, review statements and more.

What you need to do next:

- Your new card will arrive automatically at the end of March, 2007 as long as you do not default under any Card Agreement you have with us. In the meantime, you may continue to use your Verizon Visa Card until you receive your new Card.
- If you prefer not to accept your new Citi Card, call **1-800-444-2568** by **3/5/07.** Please keep in mind if you choose not to receive the Citi Platinum Select Visa Card, your Verizon Visa account will be closed.
- Since your new card will have a **new account number**, once you receive your card, please make sure to notify any businesses that automatically bill your card to ensure continued, uninterrupted billing. If you are currently enrolled in Credit Protector, CCMS, Health Saving Solutions, IdentityMonitor from Citi® or Watch-Guard, your membership will automatically transfer to your new account.
- If you are a member of another membership program that automatically bills to your Verizon Visa, such as Drive America® or others, your membership/coverage will terminate when your account is changed or closed, unless you contact the program provider and provide an alternative form of payment. If you have any supplemental insurance coverage, such as accidental death, hospital indemnity or others, your coverage will also terminate, unless you contact the insurance company to establish an alternative form of payment to ensure continued coverage. You can find the phone number for each program on your monthly billing statement next to that program's charge.

Enjoy your new Citi Card. To receive it do nothing. Your new card will arrive at the end of March, 2007.

Sincerely,

Kendall E. Stork, President and CEO, Citibank (South Dakota), N.A.

P.S. You may continue to use your Verizon Visa Card until your Citi Platinum Select Visa Card arrives.
If you prefer not to accept, or if you have any questions, call 1-800-444-2568 by 3/5/07.

[illegible] Protection is underwritten by Fulton Insurance Company. (Coverage is limited to $250 per item and a maximum of $1,000 per cardmember per year.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

L-VZE17-GS6 99999999999999999 9999999 999 9999999999 F-VZE17-GS6

LASERED TYPE
Laser Green
PRINTS
100% Black

CSC DESIGN INC. 13 E 17, NY 10003

phone 646-230-1900 fax 212-228-9698

Round 4	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE	Client Initials
1/22/07	Proof Initials	☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	DirPro Initials

THL r3 1.15.07

F-VZE17-GS6

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

L-VZE17-GS6
Lasertext Code

CITIBANK DISCLOSURES

Annual percentage rate (APR) for purchases	variable.
Other APR	Cash advance APR: 23.24% variable. Default APR: 32.24% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The purchase and balance transfer rate equals the U.S. Prime Rate** plus . The cash advance rate equals the U.S. Prime Rate plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	None.
Minimum finance charge	50 cents.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.

Transaction fee for cash advances: 3% of the amount of each cash advance, $5 minimum.
Transaction fee for balance transfers: 3% of the amount of each balance transfer, $5 minimum, $75 maximum.
Late fee: $15 on balances up to $100; $29 on balances of $100 up to $250; and $39 on balances of $250 and over.
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***Factors considered in determining your default rate may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

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

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

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L-VZE17-GS6

F-VZE17-GS6

GSG DESIGN INC. 33 E. 17, NY, 10003
phone 646-230-1900
fax 212-228-9890

Round 4 1/22/07	AE Initials	Client Checklist (please check each box that applies)	Client Initials
	Proof Initials	☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	DirPro Initials

THL 17 1.22.07

F-VZE17-GS9

ECM 1 VERIZON NEG OPT CONV
Letter 8.5" x 11" flat

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Important Notice:

You will receive a new
Citi® Platinum Select® MasterCard®
to replace your Verizon MasterCard®.

Your card ending in: XXXX
Invitation Number: XXXXXXXXXX

Name
Address Line 1
Address Line 2
City, ST 98765-4321

Dear Name,

Citi®, the issuer of your Verizon MasterCard®, is discontinuing this credit card effective March 20, 2007. But since you are a valued customer, you can still keep enjoying Citi Card benefits because you have been selected to automatically receive the Citi® Platinum Select® MasterCard® as a replacement for your Verizon MasterCard account.

What you should know about your new Citi Platinum Select MasterCard:

- There is no annual fee. Your pricing and terms, including your variable APRs based on the U.S. Prime Rate, will stay the same as your current card. Please see the Citibank Disclosures on the back of this letter, for more information.
- Any outstanding balances on your current account will be automatically transferred to your new account.
- You'll get Citi Card protection benefits, such as Citi® Identity Theft Solutions, $0 Liability on unauthorized charges and Fraud Early Warning.
- You'll be able to manage your account online with free online services: see current balance and unbilled activity, pay your credit card bill, review statements and more.

What you need to do next:

- Your new card will arrive automatically at the end of March, 2007 as long as you do not default under any Card Agreement you have with us. In the meantime, you may continue to use your Verizon MasterCard until you receive your new Card.
- If you prefer not to accept your new Citi Card, call **1-800-444-2568** by **3/5/07.** Please keep in mind if you choose not to receive the Citi Platinum Select MasterCard, your Verizon MasterCard account will be closed.
- Since your new card will have a **new account number**, once you receive your card, please make sure to notify any businesses that automatically bill your card to ensure continued, uninterrupted billing. If you are currently enrolled in Credit Protector, CCMS, Health Saving Solutions, IdentityMonitor from Citi℠ or Watch-Guard, your membership will automatically transfer to your new account.
- If you are a member of another membership program that automatically bills to your Verizon MasterCard, such as Drive America℠ or others, your membership/coverage will terminate when your account is changed or closed, unless you contact the program provider and provide an alternative form of payment. If you have any supplemental insurance coverage, such as accidental death, hospital indemnity or others, your coverage will also terminate, unless you contact the insurance company to establish an alternative form of payment to ensure continued coverage. You can find the phone number for each program on your monthly billing statement next to that program's charge.

Sincerely,

Kendall E. Stork, President and CEO, Citibank (South Dakota), N.A.

P.S. You may continue to use your Verizon MasterCard until your Citi Platinum Select MasterCard arrives.
If you prefer not to accept, or if you have any questions, call 1-800-444-2568 by 3/5/07.

*Price Protection is underwritten by Triton Insurance Company. (Coverage is limited to $250 per item and a maximum of $1,000 per cardmember per year.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

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L-VZE17-GS9 9999999999999999 9999999 999 9999999999 F-VZE17-GS9

GSG DESIGN INC. 33 E. 17, NY, NY 10003
phone 646-230-1900
fax 212-228-9898

Round 4	AE Initials	Client Checklist (please check each box that applies) ☐ APR ☐ PHONE # ☐ FORM ID # ☐ RATE EXP. DATE ☐ OFFER EXP. DATE ☐ COLORBREAKS ☐ COPY CONTENT ☐ COPY PLACEMENT ☐ COPY BREAKS ☐ BRAND ☐ CODE	Client Initials
1/22/07	Proof Initials		DirPro Initials

THL r3 1.15.07

F-VZE17-GS9

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Letter 8.5" x 11" flat

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Lasertext Code

CITIBANK DISCLOSURES

Annual percentage rate (APR) for purchases	variable.
Other APR	Cash advance APR: 23.24% variable. Default APR: 32.24% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The purchase and balance transfer rate equals the U.S. Prime Rate** plus . The cash advance rate equals the U.S. Prime Rate plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	None.
Minimum finance charge	50 cents.
Transaction fee for purchases made in a foreign currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.

Transaction fee for cash advances: 3% of the amount of each cash advance, $5 minimum.
Transaction fee for balance transfers: 3% of the amount of each balance transfer, $5 minimum, $75 maximum.
Late fee: $15 on balances up to $100; $29 on balances of $100 up to $250; and $39 on balances of $250 and over.
Over-the-credit-line fee: $39.

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

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

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

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

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