

**THE
AMERICAN
EXPRESS®
CORPORATE
CARD
PROGRAM**

BUSINESS TRAVEL ACCOUNT

AGREEMENT

1. Business Travel Account

This Agreement is between American Express Travel Related Services Company, Inc. ("we" and related words) and the business entity ("Company") whose name appears on the Application for an American Express® Business Travel Account. We will establish, subject to our review and acceptance of Company's Application and in accordance with the terms of this Agreement, a Business Travel Account in Company's name. Upon Company's request, we will assign individual account numbers under the Business Travel Account to certain of Company's employees, departments, divisions or other business groups (individual account numbers, collectively with the Business Travel Account, are referred to in this Agreement as the "BTA"). By signing the Application and/or by utilizing the BTA, Company agrees to be bound by this Agreement. Company will only use the BTA to charge air and rail transportation tickets for business use through its travel agents. All amounts charged to the BTA, including without limitation purchases of air and rail transportation tickets, fees, and delinquency assessments, are "Charges."

2. Travel Agents

Company will instruct its travel agents ("Agents") in the use of the BTA and will provide Agents with a list ("List") of persons authorized by Company to use the BTA and will notify Agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its Agent or the supplier providing services. We are not responsible for the acts or omissions of any travel agents, carriers, or other firms providing services.

3. Billing

We will send to Company a monthly statement ("Statement") listing all Charges to the BTA. Company agrees to pay us in full for all Charges upon its receipt of the Statement. The annual fee for the BTA is \$150 and is subject to change by us upon not less than 60 days prior written notice to Company. This annual fee will be waived if Company uses American Express as its Agent.

4. Delinquency

Amounts shown on a Statement as "Payment Due Upon Receipt" which remain unpaid on the next billing date (approximately 30 days past the date of first billing) will be considered "Delinquent." Any Delinquent amounts which remain unpaid on the next billing date (approximately 60 days past the date of first billing) or on any subsequent billing date will be considered "Seriously Delinquent." If any Statement includes a Seriously Delinquent amount in excess of \$50, Company shall pay to us a delinquency assessment in an amount equal to the greater of \$15 or 2.75% of the Seriously Delinquent amount included in such Statement. If any Seriously Delinquent amount remains unpaid on the next billing date (approximately 90 days past the date of first billing) or on any subsequent billing date, Company shall pay to us a delinquency assessment in an amount equal to the greater of \$15 or 2.75% of the Delinquent and Seriously Delinquent amounts included in the applicable Statement. Delinquency assessments will not exceed amounts allowed by law.

Court costs plus reasonable attorneys' fees may be added to any delinquent balance referred to an attorney for collection. We may charge Company \$25 for each check or draft that Company submits to us that is not honored for its full amount.

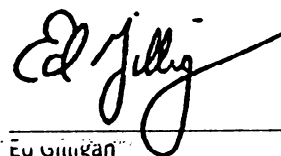
5. Miscellaneous

Company must notify us of Charges regarding returned or lost tickets or tickets of which Company has no knowledge within 60 days of the date such Charges first appear on a Statement. Company is liable to us for payment in full for all Charges, including without limitation Charges which result from the unauthorized use or misuse of the BTA by any Agent other than us, any person currently or formerly employed by Company, any person currently or formerly included on a List, or any person whom at any time was given access to a BTA account number or authorization to use the BTA by Company.

Either party may terminate this Agreement at any time upon written notice to the other party. This Agreement will continue to apply to Charges and any other obligations incurred under this Agreement prior to its termination. We may cancel or suspend the BTA or any individual account number at any time with or without cause and without prior notice to you.

This Agreement constitutes the complete understanding between the parties with respect to its subject matter and all prior or contemporaneous oral and written communications or agreements are superseded. We may change this Agreement at any time upon 15 days prior written notice to Company. Company will notify us of any changes in the status of any employee or other entity to whom an individual account number has been assigned under the BTA. We will notify Company of changes to the terms of certain insurance programs available to persons using the BTA. Company agrees to notify all persons authorized to use the BTA of any such changes. The BTA is not eligible to participate in the Membership RewardsSM program. No failure to exercise and no delay in exercising any right or power under this Agreement shall constitute a waiver of such right or power. THIS AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OF SUCH STATE. Neither party may assign this Agreement without the prior written consent of the other party, except that we may, without your consent, assign this Agreement to our parent, subsidiaries or affiliates.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.



Ed Giugan
President, Corporate Services



**Corporate
Services**