

This document has been designed to assist the Guarantor when completing a Guaranty of Payment Agreement or Amending the Guaranty of Payment Schedule 1. All items needed to complete or amend the Guaranty are outlined below.

Guaranty of Payment Agreement Requirements

- 1) Cardmember/Applicant Information (to be completed for Guaranties with designated Cardmembers only):
 - ◆ Corporate Card Account Number (not applicable to new applicants)
 - ◆ Social Security Number (not applicable to foreign citizens)
 - ◆ Last Name, First Name
- 2) A total "Open to Buy" cumulative spending limit (for Guaranties with Limits) only.
- 3) Client Information (to be completed for Guaranties at Basic Control Account (BCA) level only):
 - ◆ Corporate Card Basic Control Account Number
 - ◆ A total "Open to Buy" cumulative spending limit (for clients who wish to define one limit for all accounts which are covered by the Guaranty).
- 4) Guarantor information
 - ◆ Full Legal Name of Corporation
 - ◆ Signing Guarantor
 - ◆ Title
 - ◆ Date

Text within the Guaranties cannot be altered.

Guaranty of Payment Agreement Schedule 1 Amendment Requirements for Clients with an existing Guaranty

- 1) Cardmember/Applicant Information:
 - ◆ Last Name, First Name
 - ◆ Social Security Number (not applicable to foreign citizens).
 - ◆ Corporate Card Account Number
 - ◆ Change in "Open to Buy" cumulative spending limit.
- 2) Guarantor information:
 - ◆ Full Legal Name of Corporation
 - ◆ Signing Guarantor
 - ◆ Title
 - ◆ Date

Guaranty of Payment Agreements and Guaranty of Payment Agreement Schedule 1 Amendments should be sent to the appropriate group:

Guaranty for Cash Products:
Cash Product Unit
American Express Corporate Services - AEDR
18850 N 56th Street
MC 08-03-01
Phoenix, AZ 85054
or **FAX to: (623) 492-3030**

Guaranty for Basic Control Accounts:
Client Setup Unit
American Express Corporate Services - AEDR
18850 N 56th Street
MC 08-03-01
Phoenix, AZ 85054
or **FAX to: (623) 492-5942**

*Guaranty for Reinstatement or Schedule 1
Changes: Guaranty of Payment Agreements*
American Express Corporate Services - AEDR
18850 N 56th Street
MC 08-03-01
Phoenix, AZ 85054
or **FAX to: (602) 744-8891**

*Guaranty for new applicants, or specific declined
applicants: CIA Unit*
American Express Corporate Services - AEDR
18850 N 56th Street
MC 08-03-01
Phoenix, AZ 85054
or **FAX to: (623) 492 - 2788**

If you have any additional questions, please contact your Corporate Account Administrator.

Individual Account without Limits

GUARANTY OF PAYMENT AGREEMENT FOR INDIVIDUAL ACCOUNTS without LIMITS

The undersigned business entity ("Guarantor"), as an inducement to American Express Travel Related Services Company, Inc. ("American Express") to issue American Express® Corporate Cards (referred to herein, together with any renewal or replacement thereof, as "Corporate Cards") to those persons specifically listed on Schedule 1 to the Guaranty, if applicable, by Guarantor, as each may be amended from time to time ("Designated Corporate Cardmembers"), hereby absolutely and unconditionally guarantees to American Express, its successors and assigns, the full and complete payment when due, or upon demand by American Express, of all amounts including, without limitation, purchases, cash advances, fees, American Express® Travelers Cheque encashments and delinquency assessments, charged to Corporate Cards (collectively, "Charges") issued to Designated Corporate Cardmembers. Charges shall also include any fraudulent charges for which Guarantor has assumed liability pursuant to the agreement between American Express and Guarantor that governs Guarantor's participation in the Corporate Card Program (the "Corporate Card Account Agreement"). Guarantor understands that, unless the applicable Corporate Card is canceled by the Guarantor, the Designated Corporate Cardmember or by American Express, renewal Corporate Card(s) will automatically be issued to each Designated Corporate Cardmember on a periodic basis. The Guaranty is personal to the Designated Corporate Cardmember and shall remain in full force and effect until terminated by the Guarantor in accordance with the terms of this Guaranty and the satisfaction of all outstanding Charges. Solely for purposes of clarification and not to limit the coverage hereunder, the Guaranty shall relate to a Designated Corporate Cardmember, for example, so long as they are employed by Guarantor, regardless of the commercial card and related account(s) designated to such Designated Corporate Cardmember.

Guarantor agrees that its liability hereunder shall not be released, diminished, impaired, reduced or affected in any way by any release or partial release of the liability of any Designated Corporate Cardmember for the payment of any part or all of the Charges; any neglect, delay, omission, failure, or refusal of American Express to take or prosecute any action for the collection of the Charges; or any modification or amendment of any other agreement in connection with any Corporate Cards. Guarantor expressly waives acceptance by American Express of this instrument, presentment of the Charges for payment, notice of any kind in bringing and prosecuting any action on the Charges, and diligence in connection with the collection of the Charges.

Guarantor unconditionally and absolutely guarantees the payment of the full amount of the Charges and any delinquency charges and all attorneys' fees, court costs and other costs and expenses incurred by American Express in connection with the collection of the Charges, regardless of any act or omission of American Express or any party with reference to any part of the Charges; and Guarantor agrees that American Express shall in no way be obligated to bring or prosecute any action against any Designated Corporate Cardmember for any payment of the Charges or make any demand on any Designated Corporate Cardmember or to exhaust its remedies against any Designated Corporate Cardmember or to give any notice of any kind to any party in connection therewith. American Express shall not be liable or accountable in any respect, nor shall Guarantor have a right of recourse against American Express by reason of any act or omission on the part of American Express in connection with any of the matters mentioned herein.

This Guaranty may be terminated by the Guarantor, in its entirety or with respect to any individual Designated Corporate Cardmember, by giving 30 days' prior written notice by registered mail, return receipt requested, air courier, or overnight delivery to Guaranty Unit, American Express Corporate Services, American Express Service Center (Phoenix), 20022 North 31st Avenue, Phoenix, Arizona 85027. Guarantor shall remain primarily liable hereunder for payment in full for all Charges incurred on or before the thirtieth day after American Express receives such termination notice at the above-specified address.

Guarantor hereby represents and warrants that (i) it has undertaken any and all required corporate action including, without limitation, any necessary company resolutions required to make this Guaranty binding on Guarantor, its successors and assigns, (ii) that this Guaranty, when executed by Guarantor, shall be binding upon Guarantor, its successors and assigns, and (iii) and that the individual executing the Guaranty has the power and authority to execute such documents and bind the Guarantor hereto. The Guarantor hereby authorizes American Express to obtain and receive credit information about it and/or any Designated Corporate Cardmember set forth on Schedule 1 hereto, as may be amended from time to time. This Guaranty shall for all purposes be governed by the laws of the State of New York without regard to the choice of law doctrine of such state.

Guarantor acknowledges and agrees that Guarantor has no defense whatever to any suit, action, or proceeding at law or otherwise, that may be instituted on this Guaranty. Guarantor hereby waives any defenses arising by reason of any disability or other defense of any Designated Corporate Cardmembers or by reason of cessation from any cause whatsoever of the obligations of any Designated Corporate Cardmembers. The Guarantor agrees to indemnify, defend and hold harmless American Express, its officers, directors, employees, affiliates and subsidiaries from and against any loss, cost, or expense arising out of the assertion by the Guarantor of any defense to its obligation(s) with respect to this Guaranty.

Guarantor acknowledges and agrees that it is not eligible to and shall not waive its liability for any Charges under American Express' Waiver of Liability policy. To the extent that the provisions of this Guaranty conflict with the provisions of the Agreement between American Express and Guarantor which governs Guarantor's participation in the Corporate Card Program, or any other agreement between American Express and Guarantor, or any agreement between American Express and any Designated Corporate Cardmember, the provisions of this Guaranty shall govern.

Guarantor (Print full legal name of corporation)

By (Signature)

Name (Print)

Title

Date

