



Corporate Services

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 have been 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 (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 - AESC-P
20022 North 31st Avenue
Mail Code 415
Phoenix, Arizona 85027
or FAX to: (623) 492-3030

Guaranty for Basic Control Accounts:

Client Setup Unit
American Express Corporate Services - AESC- P
20022 North 31st Avenue
Mail Code 415
Phoenix, Arizona 85027
or FAX to: (623) 492-5942

Guaranty for Reinstatement or Schedule 1 Changes:

Guaranty of Payment Agreements
American Express Corporate Services - AESC-P
20022 North 31st Avenue
Phoenix, Arizona 85027
or FAX to: (602) 744 – 8891

Guaranty for new applicants, or specific declined applicants:

CIA Unit
American Express Corporate Services - AESC-P
20022 North 31st Avenue
Phoenix, Arizona 85027
or FAX to: (623) 492 – 2788

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



Corporate Services

GUARANTY OF PAYMENT AGREEMENT FOR CORPORATE EXPRESS CASH AND/OR CORPORATE TRAVELERS CHEQUE PROGRAMS

The undersigned business entity (“Guarantor”), as an inducement to American Express Travel Related Services Company, Inc. (“American Express”) to enroll those persons specifically listed on Schedule 1, by Guarantor, as may be amended from time to time (“Designated Corporate Cardmembers(s)”) in the American Express® [**Corporate Express Cash program (the “Cash Program”)**] [**Corporate Travelers Cheque program (the “Cheque Program”)**] [**the Cash Program together with the Cheque Program, the “Cash and Cheques Programs”**], Guarantor 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”) as supplemented by the Cash and/or Cheque Program Supplement(s). Each Designated Corporate Cardmember shall be assigned a dollar limit, exclusive of delinquency charges (“Limit”) with respect to the maximum aggregate amount of Charges each Designated Corporate Cardmember shall be permitted to incur hereunder, as set forth across from such Designated Corporate Cardmember’s name on Schedule 1 hereto, as may be amended from time to time. Guarantor’s liability hereunder shall not exceed: 1) with respect to any individual Designated Corporate Cardmember, the Limit applicable to such Designated Corporate Cardmember as specified herein and 2) with respect to all Designated Corporate Cardmembers, the cumulative sum total of the Limits applicable to the total number of Designated Corporate Cardmembers hereunder; plus any and all attorneys’ and other fees, costs, and expenses incurred by American Express in connection with collection of the Charges and related amounts owing to American Express or the enforcement of this Guaranty. Notwithstanding anything herein to the contrary, Guarantor acknowledges that, in the event the Limit is exceeded due to circumstances involving the reduction of the Designated Corporate Cardmember’s outstanding Charges followed by a refusal of Guarantor’s payment by a financial institution resulting in a Designated Corporate Cardmember’s outstanding Charges exceeding the Limit, the Limit shall include such larger outstanding balance. Guarantor’s liability for Charges in excess of the Limit will be governed by the Corporate Card Account Agreement as supplemented by the Cash and/or Cheque Program Supplement. Guarantor understands that, unless the applicable Corporate Card account 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.

Subject to the Limit, 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 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.



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Guarantor acknowledges and agrees that American Express shall have the right, in its sole and absolute discretion to revise the Limit as set forth on Schedule 1, as may be amended from time to time. Such right may extend to each of the Designated Corporate Cardmembers or in relation to the Guarantor as a whole and apportioned to each Designated Corporate Cardmember, as determined by American Express in its sole and absolute discretion. American Express shall provide Guarantor with notice of any revision to the Limit.

The 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) this Guaranty, when executed by Guarantor, shall be binding upon Guarantor, its successors and assigns and (iii) 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 Corporate Card Account Agreement as supplemented by the Cash and/or Cheque Program Supplement(s) 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



Corporate Services

Schedule 1
To Guaranty of Payment Agreement
For Corporate Express Cash and/or Corporate Travelers Cheque Programs

Guarantor hereby agrees that the employees of Guarantor specified below shall be deemed to be Designated Corporate Cardmembers for purposes of the Guaranty and that the amounts set forth in the “Limit” column below shall be the Limit with respect to the corresponding Designated Corporate Cardmember.

This Schedule 1 and related Guaranty shall be deemed amended solely upon the receipt by American Express of a fully executed revised Schedule 1, signed by a duly authorized representative of Guarantor. A Designated Corporate Cardmember will be removed from Schedule 1 and the Guarantor absolved of the liability set forth in the Guaranty solely upon the receipt by American Express of a fully executed Request for Removal, signed by a duly authorized representative of Guarantor, and upon the satisfaction of all outstanding Charges incurred by such Designated Corporate Cardmember.

Last Name	First Name	Social Security Number	Corporate Card Account Number (not applicable to new applicants)	Limit

Guarantor (Print full legal name of corporation)

By (Signature)

Name (Print)

Title

Date