



Previous two years Audited Financial Statements or Annual Reports must be included with this completed application. Mail or overnight this application to:

MAIL ADDRESS:
 AA UATP Program
 P.O. Box 582810, MD 782
 Tulsa, OK 74158-2810

OVERNIGHT DELIVERY:
 AA UATP Program
 7645 East 63rd Street South, MD 782
 Tulsa, OK 74133

Telephone (800) 555-8040 x3768

APPLICATION INITIATED BY:

TRAVEL AGENCY NAME

CONTACT AT AGENCY

ADDRESS

CITY

STATE ZIP

ARC/IATA #

()
 PHONE NUMBER

AA SALES REPRESENTATIVE

AA REP'S EMPLOYEE #

SALES CITY CODE DIV.

()
 AA REP'S PHONE NUMBER

COMPANY CREDIT APPLICATION

Please provide the following information for approval of an American Airlines Universal Air Travel Plan (UATP) corporate travel account.

Do you have an active AA UATP account at this time? Yes Acct No _____

Do you (officers of the company) have an AA Advantage Acct? Yes Acct No _____

FINANCIAL INFORMATION REQUIREMENTS:

Include two years of audited financial statements* and the most recent interim statements including prior year comparisons if available. Non-profit organizations should also provide two years of evaluation of performance against budget.

Company Name (Exact legal name of contracting entity) () Business Telephone () Business Fax

Street Address (No Post Office Boxes) City State/Zip

Nature of Business (Including SIC code, if available)

Corporation Sub Chapter 5 Corp Sole Proprietorship Partnership Limited Partnership
 General Partnership Other _____

Years in Business Incorporation Date Dun & Bradstreet Number

Name of Parent Company/Headquarters and Location (if applicable) Division Subsidiary (check one)

Contact Name Title E-Mail Address Business Phone ()

Name of Authorizing Officer Title

Are you presently a vendor to American Airlines? Yes Vendor No _____ Vendor Name _____

\$ Average Monthly Air Travel Charges (All Airlines)

Name of Primary Bank Reference Bank Contact Bank Telephone ()

Checking Account Number Loan Number

Supplier Reference Supplier Contact Business Telephone ()

Supplier Reference Supplier Contact Business Telephone ()

The above-referenced bank and supplier references are hereby authorized to release information to American Airlines, Inc. for use in the evaluation of this credit request.

Existing Corporate Card Account (if applicable): Card Company Account Number

* Financial statements should include auditor's opinion income statements, balance sheets, cash flow statements and all related notes. Unaudited statements submitted should be accompanied by a certificate of authenticity and completeness, signed and dated by the principal shareholder, and be presented in accordance with generally accepted accounting principals. Your company's application will not be processed until complete financial information is received.

AUTHORIZING OFFICER SIGN BELOW:

I have read this application and (1) confirm that the information shown is accurate to the best of my knowledge, and (2) I understand that complete financial evaluation may require the Company to provide additional support, e.g. principal guarantee, letter of credit, or cash deposit.

X Signature of Authorizing Officer (as referenced above) Title Date

BILLING REQUIREMENTS

1. I would like to receive my invoice Once A Month Twice A Month In what currency? _____
 One or more of ten Management Information Reports will be provided upon request.

2. In addition to a hard copy of your invoice, which other media would you like:
 Diskette Cassette Email Data
 If requesting diskettes or cassettes, this material should be sent to: _____

3. Please have a customer service representative contact us to discuss billing options:
 Person to Contact _____ Telephone () _____

YES, I would like to be considered for enrollment in the American Airlines Business ExtraAA Program and earn Awards.

American Airlines, Inc.

UNIVERSAL AIR TRAVEL PLAN SUBSCRIBER'S CONTRACT

("Subscriber") and American Airlines, Inc., a Delaware corporation with principal offices located in the city of Fort Worth, Texas, United States of America, ("Contractor") agree as follows:

Unless the context requires otherwise, any reference herein to Universal Air Travel Plan (UATP) Card shall also include UATP Account Number

I. CHARGES AND PAYMENTS

Upon approval of Subscriber's application, Contractor will open a UATP Plan Account for Subscriber's purchase of air transportation and related services. This account must be used only for business or commercial purposes. The value of tickets and other documents (including all applicable tariff and other charges and taxes) purchased by Subscriber's UATP Cardholders against UATP Cards issued hereunder will be charged to Subscriber's Account. Once each calendar month, or more often if Contractor so elects, Contractor will invoice Subscriber to the Contractor's mailing address specified at the end of this contract in dollars of the United States of America ("US\$") for the entire amount owing on Subscriber's Account not previously paid. Where it is necessary to convert the value of any ticket or other services purchased from another currency into US\$, an appropriate rate of exchange will be used in accordance with standard practice in the Air Transport industry. **Subscriber will remit the amount which will be the entire balance invoiced within thirty days of Invoice Date in accordance with the terms and conditions set forth in the succeeding paragraphs, and the remittance will be credited to the Subscriber's Account.**

Payment of invoices under this contract must be made either by check denominated in US\$ delivered to the mailing address of Contractor specified at the end of this contract or by wire transfer to a bank account in the US specified by Contractor. Tender by Subscriber of payment in any other currency or by any other means will not discharge Subscriber's payment obligations hereunder unless accepted by Contractor. Nor will any such acceptance by Contractor, or series of acceptances, of an alternative payment method or currency constitute an amendment of this contract or a waiver by Contractor of its right to require strict performance in the future of the above payment terms. As essential consideration to induce Contractor to enter into this contract, Subscriber acknowledges and agrees that the UATP Plan Account created hereunder is managed in the United States of America and that accordingly the legal situs of Contractor's payment obligations hereunder is the territory of the United States of America.

The UATP Plan Account is not an extension of credit or other type of financing to Subscriber. All invoices must be paid in full when due. Any invoiced amount not paid when due will bear late interest at the lesser of (i) eighteen percent (18%) or (ii) the highest rate permitted by law. Any withholding taxes or other fees or charges of any kind asserted to impact payments under this contract outside of the United States are the sole responsibility of Contractor.

II. TYPES OF AIR TRAVEL CARDS

The term "UATP Cards" as used herein includes the Universal Air Travel Plan Cards unless otherwise specified.

III. ELIGIBILITY FOR UATP CARDS

Any individual designated in writing by Subscriber will be eligible to receive a UATP Card.

IV. ISSUANCE OF UATP CARDS

Contractor will, at the request of Subscriber, issue a UATP Card for any eligible individual.

V. DELIVERY OF UATP CARDS

UATP Cards issued hereunder shall be receipted for by Subscriber, who will require holders of the UATP Card, hereinafter called "Cardholders," to sign their UATP Cards in ink for purposes of identification. Contractor reserves the right to extend, from time to time, the expiration date of outstanding UATP Cards, or at its option, to substitute new UATP Cards therefor. Subscriber will surrender promptly all UATP Cards issued hereunder which have expired, been cancelled, replaced or materially altered or mutilated.

VI. USE OF UATP CARDS

- A. A UATP Card is not good for passage, but when presented by the Cardholder, or, if accompanied by a receipt signed by the Cardholder in the form prescribed by Contractor, by his duly authorized agent, at any ticket office of Contractor, or of any other party to the Universal Air Travel Plan, or of any agent authorized by Contractor or by any other such party to honor UATP Cards, will be honored in lieu of cash for the purchase of tickets and other documents for the air transportation of the passenger and his baggage and for related services (including all applicable tariff and other charges and taxes), subject, however, to the following conditions and limitations:
1. Any UATP Card may be used to purchase, in addition to the tickets referred to in the foregoing sub-paragraphs, documents for the following related services and such other services as Contractor may from time to time notify Subscriber in writing:
 - a. Surface transportation on common carriers with which the selling airline has or knows that the last connecting airline has an interline agreement or similar arrangement, whereby such airline's paper is accepted, when sold in conjunction with air passenger transportation.
 - b. Land arrangements and accommodations for tours involving air passenger transportation offered by tour operators known to the selling airline to have an arrangement with an airline participating in the tour.

c. Transportation by air of private passenger automobiles in conjunction with air passenger transportation, where the carrier holds out to the public that it offers air/car ferry services.

2. A UATP Card may be used to purchase tickets for air transportation only over the lines of Contractor/Ticketor and/or any other party to the Universal Air Travel Plan; provided that Contractor may, at its election, honor any UATP Card, or other authorization issued hereunder for the purchase of tickets for air transportation over the lines of carriers not parties to the Universal Air Travel Plan.

B. Tickets and other documents for the air transportation of the passenger and his baggage, and for related services, issued against UATP Cards, or other authorizations are not transferable and shall not be offered for sale or resold to the public directly or indirectly.

VII. UATP CARD AGREEMENT

A. A UATP Card is not transferable, and Contractor reserves the right for any party to the UATP Plan to refuse to honor a UATP Card and to repossess such Card when it is presented by a person other than the Cardholder or a duly authorized agent of such Cardholder or when such Card has been cancelled by the Subscriber or Contractor or when such Card has been altered or mutilated. Whenever any Cardholder ceases to be eligible to hold such UATP Card under this contract, Subscriber will promptly return the UATP Card to Contractor for cancellation. Contractor will use reasonable care to prevent the honoring of UATP Cards presented by persons other than Cardholders or their duly authorized agents.

Except as provided in the last sentence of this paragraph, Subscriber will be responsible for all charges (including applicable tariff, other charges and taxes) incurred through use of the UATP Cards issued hereunder. If Subscriber desires to terminate its responsibility for the use of any UATP Card, or if any UATP Card has been lost, stolen or destroyed, Subscriber will notify Contractor in writing. Upon receipt of such notice, Contractor will cancel the UATP Card and will take steps to prevent the subsequent honoring thereof, but if the UATP Card is honored prior to the receipt of such notice, Subscriber will, subject to the last sentence of this paragraph, be responsible for all charges incurred through use of the UATP Card.

B. Notwithstanding the foregoing, if Subscriber's address as shown on the Subscriber's contract is located in the United States, its territory or possessions, or Puerto Rico, and Subscriber has been issued less than ten (10) UATP Cards, Subscriber's liability for use of a UATP Card by a person who does not have actual, implied or apparent authority for such use and from which the Subscriber derives no benefit shall be limited by the applicable provisions of United States law.

VIII. LIABILITIES

Without prejudice to its tariffs, rules, regulations and general conditions of carriage, Contractor shall be liable only for its own acts and omissions, and shall not be responsible for the acts or omissions of any other person or company.

IX. REFUND OF TICKET OR OTHER DOCUMENTS

Whenever a ticket or other document purchased hereunder is unused, in whole or in part, due to causes beyond the control of the passenger, any refund due in accordance with applicable tariff provisions or conditions of carriage may be made to the passenger. Otherwise, refunds shall be by credit to Subscriber's Account after tickets or other documents are surrendered to Contractor.

X. TERMINATION AND SETTLEMENT

This contract shall continue in effect until terminated by either party giving fifteen (15) days prior written notice to the other at the address appearing below. Contractor may, however, terminate it immediately, at any time, for any event of default by Subscriber, or in the event that Contractor determines, in its sole discretion, that its performance of this agreement is subject to additional risks or economic burdens by reason of the legal or business environment in Subscriber's country of domicile, including without limitation legislation or regulations impacting Contractor's ability to obtain payment hereunder in freely transferable US\$. Contractor may revoke the right to use UATP Cards issued hereunder at any time after notice of termination has been given by either party. Proof of mailing of any notice required or permitted hereunder shall be prima facie evidence that such notice was given to the other party. Upon termination, all outstanding UATP Cards issued hereunder must be surrendered promptly to Contractor at its address appearing below. In the event there are unpaid charges in Subscriber's account, Subscriber agrees to remit the amount of such excess within ten days after receipt of a bill therefore. In the event Contractor brings suit on any debt owed by Subscriber under this Contract, Contractor shall be entitled to recover, in addition to the amount of the debt, its costs and attorney's fees.

XI. GOVERNING LAW AND LANGUAGE

This contract shall be subject to all applicable laws and tariffs, to the rules and regulations and general conditions of carriage of Contractor or any carrier engaged in transportation hereunder and to the applicable rules, regulations, demands, and orders of any governmental authority having jurisdiction in the premises. To the extent matters involving this contract are determined by reference to the laws of any state of the United States, such matters shall be governed and determined by the laws of the state of Texas. For all disputes arising hereunder, Subscriber irrevocably consents and submits to the non-exclusive jurisdiction of the Texas State and United States Federal Courts located in Dallas or Fort Worth, Texas, and waives all objections as to venue or forum non conveniens. Although translation of this contract may be made into Spanish or any other language for the convenience of the Parties, the English version will govern for all purposes of the interpretation and performance of this Agreement.

XIII. EFFECTIVE DATE

This contract shall become effective when executed by Contractor and shall supersede any Universal Air Travel Plan Contract in effect between the parties hereto on such effective date.

Authorizing Officer's Signature _____

Title _____ Date _____

FOR USE BY AA ONLY	
Date	_____
Account #	_____
Type Code	_____