

VOYAGER FLEET CARD PROGRAM AGREEMENT

This Fleet Card Agreement (the "**Fleet Card Agreement**") is entered into, by and between U.S. Bank National Association ND, by and on behalf of its wholly owned subsidiary, Voyager Fleet Systems Inc., (collectively referred to herein as "**Voyager**") and the entity identified herein and executing this Fleet Card Agreement as "**Customer**." Voyager and Customer may sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. **EFFECTIVE DATE.** This Fleet Card Agreement shall not become effective until the credit of Customer has been approved by Voyager and this Fleet Card Agreement has been executed by Customer by an authorized officer of Customer and on behalf of U.S. Bank National Association ND by an authorized officer of Voyager Fleet Systems Inc. The date of execution by Voyager shall be the "**Effective Date**" of this Fleet Card Agreement. Voyager Fleet Systems Inc. is authorized to act as agent in administrating and servicing the Voyager Fleet Card Program under this Fleet Card Agreement.

2. **PURPOSE.** The purpose of this Fleet Card Agreement is for Voyager to establish one (1) or more fleet card accounts ("**Fleet Card(s)**") for Customer, and such of its agencies, departments, institutions of higher education, counties, cities, local municipalities, and K-12 schools throughout the State of Arkansas as Customer may designate to Voyager in writing while this Fleet Card Agreement is in effect, and the subsidiary, division or affiliate is approved by Voyager, as participants (known hereafter as "**Participant**" and "**Participants**") for Fleet Cards pursuant to the Voyager Fleet Card program policy and procedures (the "**Fleet Card Program**"). Customer shall furnish a list to Voyager designating such Participant(s) and business names, if business activities are conducted under a name other than Customer's. Customer shall have the right to exclude any Participant from the Fleet Card Program upon written notice to Voyager. Voyager reserves the right to conduct credit checks on Customer or any Participant.

3. **SCOPE OF FLEET CARD PROGRAM.** Voyager issues charge cards and has established a transaction processing, reporting and payment system with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Customer shall be responsible for selecting a Personal Identification Number ("**PIN**") or a Driver Identification number ("**Driver ID**") pursuant to the Fleet Card Program. Unless Voyager notifies Customer to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards will expire upon the expiration or termination of this Fleet Card Agreement.

4. **SOLE PROVIDER OF FLEET CARD SERVICES.** The Parties acknowledge and agree that Voyager shall be the sole provider to Customer of Fleet Cards and services pertaining to the Fleet Card Program.

5. LIABILITY.

A. Except as expressly provided to the contrary herein, Customer shall be liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card.

B. Customer or a Participant shall immediately, upon receipt of such information, notify Voyager by telephone at 1-800-987-6591, followed with written confirmation, as to any lost or stolen Fleet Card, PINS, Driver Ids, or Vehicle Ids. Customer or a Participant shall also immediately notify Voyager by telephone at 1-800-987-6591, followed with written confirmation, to cancel a PINs, Driver Ids, or Vehicle Ids. After notification has been made to Voyager to cancel such Fleet Card(s), use of such Fleet Card(s) is expressly prohibited. Customer is liable for the unauthorized use of the Fleet Card until Voyager receives written notification of the lost or stolen Fleet Card or to cancel the PIN, Driver ID, or Vehicle ID. Customer shall not be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Fleet Card following receipt by Voyager of notice in writing or by teletype of such loss, theft or request to cancel a PINs, Vehicle Ids, or Driver Ids. Customer and/or Participant agrees to assist Voyager in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Fleet Card and to comply with such procedures as may be required by Voyager in connection with Voyager's investigation. Voyager is not responsible for controlling the use of a Fleet Card, other than as specifically provided herein.

6. **PRICING.** Customer shall pay to U.S. Bank the fees as set forth on Addendum A, attached hereto and made a part hereof. U.S. Bank reserves the right to renegotiate pricing in subsequent years of the Fleet Card Agreement if Customer's estimated billing volume is substantially inaccurate.

7. FINANCE CHARGES.

A. A Finance Charge can be avoided if Voyager receives payment of Customer's "**New Balance**" within sixty (60) days of the statement closing date (the "**Statement Date**"). If Customer's New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance ("**ADB**") method, resulting in the "**Balance Subject to**

Finance Charge. The "Periodic (monthly) Rate" is then applied against this amount to arrive at the "Finance Charge."

B. To arrive at the ADB, Voyager will take the beginning balance on Customer's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." Voyager will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance." The Finance Charge will be assessed at a Periodic (monthly) Rate for Customer's state of mailing address as shown in Section 20 (Notices) hereof. Notwithstanding, the rates applied in this Section 7 herein shall be no greater than allowed by Arkansas law.

State of Mailing Address	Balance Subject to Finance Charge	Periodic (monthly) Rate	Annual Percentage Rate
AR	ALL	.792%	9.5%

8. **DELINQUENCY.** The Fleet Card account will become delinquent unless Voyager receives the amount shown on the Statement as Total Payment Due, less any disputed amounts, before the next billing date (approximately twenty five (25) days). Any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "Past Due Amount." The Fleet Card account will be suspended if any part of the Past Due Amount is unpaid for three (3) billing dates. In the event of Customer's delinquency, Voyager may elect to terminate this Fleet Card Agreement immediately upon notice to Customer. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection, pursuant to the rules of the Arkansas Claims Commission.

9. **BILLING PROCEDURE.** Voyager will send to the Customer a monthly billing statement (the "Statement"), which will itemize all charges for the billing period. The amount shown on the Statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon Customer's receipt of the Statement.

10. **DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder shall be communicated in writing to Voyager at P.O. Box 790049, Houston, Texas 77279-0049. Communications should include the Customer's and, if applicable, the Participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Voyager within ninety (90) days after the date on the billing statement on which the disputed or incorrect charge first appeared. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

11. TERM, TERMINATION AND SUSPENSION.

A. This Fleet Card Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Fleet Card Agreement, and shall continue thereafter, with two (2), one (1) year renewals, until terminated by either Customer or Voyager upon ninety (90) days prior written notice to the other Party. Notwithstanding, if during an Agreement Year Customer's biennium appropriation's are not available for the subsequent Agreement Year pursuant to Arkansas law, Customer may terminate the Fleet Card Agreement upon one hundred twenty (120) days prior written notice to Voyager. The effective date of termination shall be stated in such written notice of termination. All Fleet Cards and related accounts shall be deemed canceled effective upon termination of this Fleet Card Agreement.

B. Notwithstanding the foregoing, either Party shall have the right to terminate this Fleet Card Agreement immediately, by written notice of such termination to the other Party, upon any one (1) or more of the following events:

- (i) Dissolution or liquidation of the other Party;
- (ii) Insolvency of the other Party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or the other Party enters into an arrangement with its creditors;
- (iii) Any material and adverse change in the financial condition of the other Party;
- (iv) Any failure to perform a material obligation of this Fleet Card Agreement.

C. Upon termination of this Fleet Card Agreement for any reason, Customer shall return all Fleet Cards, cut in half, to Voyager. Customer shall remain liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.

D. Voyager shall have the right to suspend any and all services and obligations under this Fleet Card Agreement to Customer and/or a Participant and/or a Participating Agency in the event that: (i) Customer, Participant, and/or Participating Agency has breached any term of this Fleet Card Agreement; (ii) the amount due from Customer and

Participant, as the result of purchases, fees, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established for Customer pursuant to Section 16; (iii) the amount due from a Participating Agency, as the result of purchases, fees, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established for that Participating Agency pursuant to Section 16; or (iv) payment is not received by Voyager within ninety (90) days after any Statement Date.

E. Rights, obligations or liability, which arise prior to the suspension or termination of this Fleet Card Agreement, shall survive the suspension or termination of this Fleet Card Agreement.

12. CONFIDENTIALITY.

A. Voyager considers the Fleet Card Program to be a unique service involving proprietary information of Voyager, subject to the Arkansas Freedom of Information Act. Customer agrees that Fleet Card Program reports, manuals, documentation and related materials (whether or not in writing) will be circulated only to persons, and only to the extent necessary, in order that Customer may participate in the Fleet Card Program. Customer and Participants agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program as herein described.

B. Voyager agrees that it will maintain all data relative to Customer's account(s) under the Fleet Card Program as confidential information and will exercise the same standard of care and security to protect such information as Voyager uses to protect its own confidential information. Voyager agrees to use such data exclusively for the providing of services to Customer and Participants hereunder and not to release such information to any other party; provided, however, that Voyager may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Customer or Participants.

13. INDEMNIFICATION.

A. Except to the extent that any injury is due to Customer's or a Participant's negligent acts or omissions, Voyager shall indemnify and hold Customer and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Voyager, its agents, employees and subcontractors. Voyager shall indemnify and hold Customer and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Fleet Card Agreement.

B. Except to the extent that any injury is due to Voyager's negligent acts or omissions, Customer shall indemnify and hold Voyager harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Customer, its agents, employees and subcontractors. Customer and Participants shall indemnify and hold Voyager harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Fleet Card Agreement. This Subsection 13.B. herein shall be subject to Arkansas law.

C. NEITHER CUSTOMER, NOR ANY PARTICIPANT NOR VOYAGER SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES.

A. The parties agree that the failure of any of the below representations and warranties to be true during the term of this Fleet Card Agreement shall constitute a material breach of this Fleet Card Agreement and the non-breaching Party will have the right, upon notice to the other Party, to immediately terminate this Fleet Card Agreement and all amounts outstanding hereunder shall be immediately due and payable.

B. Customer warrants that:

(i) The Financial Information and all other information provided to Voyager by Customer or its officers, employees, agents, successors and assigns is true, complete and accurate;

(ii) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Customer;

(iii) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Customer's powers; has been authorized by all necessary action; and does not constitute a breach of any agreement of Customer with any party;

(iv) Customer has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Fleet Card and/or participation in the Fleet Card Program;

(v) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and

(vi) Customer possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

C. Voyager warrants that:

(i) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Voyager;

(ii) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Voyager's powers; has been authorized by all necessary action; does not require action by or approval of any governmental or regulatory body, agency or official; and does not constitute a breach of any agreement of Voyager with any party;

(iii) Voyager has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Fleet Card Program;

(iv) The execution of this Fleet Card Agreement and the performance of Voyager's obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and

(v) Voyager possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

15. FINANCIAL INFORMATION. To become credit qualified, Customer and each Participating Agency will be required to provide the last three (3) years of audited financial statements to Voyager prior to the issuance of any Fleet Cards, as well as annual financial statements thereafter. Participating Agencies should provide this first set of financial statements with their signed Participating Agency Addendum. Voyager will review the financial statements and provide notice to each Participating Agency of the approval or decline of their credit qualification. If satisfactory financial information can be found on Customer's website, Voyager will not require Customer or such Participating Agency to provide financial information that it can obtain on its own. If in Voyager's determination, no satisfactory financial information can be found on Customer's website, Customer shall deliver to Voyager as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Customer, Customer's audited financial statements prepared by independent certified public accountants selected by Customer. The Customer authorizes Voyager to obtain from time to time from any other source, including an affiliate of Voyager Fleet Systems, Inc. or U.S. Bank National Association ND, any credit or financial information on Customer held by such source. Customer further agrees to provide to Voyager from time to time, such other information regarding the financial condition of Customer as Voyager may reasonably request

Participation by Political Subdivisions

After Customer has been credit qualified by Voyager, Voyager will establish accounts for Customer and such of its agencies as Customer may designate to Voyager in writing ("Participants") while the Fleet Card Agreement is in effect. Customer will furnish a list to Voyager designating such agencies to participate by completing a Participation Addendum. The agencies on this list shall be reliant upon Customer for their annual funding. In other words, these agencies are appropriated funds to pay for the charges on the Fleet Card accounts issued to the employees of these agencies. Customer has the right to exclude any agencies from the Fleet Card Agreement by providing written notice to Voyager.

Political subdivisions or agencies that are not reliant upon Customer for their annual funding (also referred to as "Participating Agencies") can also participate under the Fleet Card Agreement. These agencies must credit qualify on their own and must sign a Participating Agency Addendum.

16. CREDIT LINE. Based on the financial information, together with any other information Voyager may deem relevant, Voyager, in its sole discretion, shall establish a credit limit for Customer and each Participating Agency which shall be the maximum aggregate amount resulting from purchases, fees, finance charges and other charges incurred or arising by virtue of the use of the Fleet Cards and unpaid for each entity. From time to time and in its sole discretion, Voyager may review the amount of, and may adjust, each credit limit. Voyager shall promptly advise Customer or the appropriate Participating Agency of any decrease in the credit limit; provided, however, that Voyager will not decrease the credit limit to an amount lower than the then current amount due from Customer or the appropriate Participating Agency unless they have been given notice. This notice shall be made at least ten (10) days prior to the decrease in the credit limit, during which time Customer or the appropriate Participating Agency shall have the opportunity to make a payment to Voyager to prevent them from becoming over limit.

17. **REGISTERED MARKS AND TRADEMARKS.** Customer and Voyager each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. Customer and Voyager each agree that, without prior written consent of the other Party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party.

18. **SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES.** The obligation of Customer to make payments as herein set forth shall continue until fully performed. Any rights and remedies Customer or Voyager may have with respect to each other arising out of either Party's performance of services or obligations hereunder shall survive the expiration or termination of this Fleet Card Agreement.

19. **GOVERNING LAW.** The validity, interpretation and performance of this Fleet Card Agreement will be controlled by and construed under the laws of the State of Arkansas (without giving effect to the conflict of law principles thereof) and applicable federal laws.

20. **NOTICES.** Except with respect to notices relating to the status of individual Fleet Cards which may be established in writing between Voyager and Customer or a Participant, all notices, requests and other communication provided for hereunder must be directed to the other Party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered or delivered by telecopy. Either Party may, by written notice to the other, change its address indicated below.

Voyager:	Customer:
Voyager Fleet Systems Inc.	STATE OF ARKANSAS, DFA
Suite 600	Suite 300
738 Highway Six South	1509 W. 7TH ST.
Houston, TX 77079	Little Rock, AR. 72204-4222
Attn: CPS Contract Services	Attn: Howard Nesmith

21. **EMPLOYMENT OF AGENTS.** U.S. Bank National Association ND may, in its sole discretion, employ agents to perform part or all of its obligations under this Fleet Card Agreement at any time without the consent of Customer, provided, however, that such action shall not affect its obligations to Customer hereunder. U.S. Bank National Association ND has entered into an agreement with Voyager Fleet Systems Inc. pursuant to which Voyager Fleet Systems Inc. will perform part or all of U.S. Bank National Association ND's obligations under this Fleet Card Agreement.

22. **MISCELLANEOUS.**

A. **Complete Agreement.** Amendments. This Fleet Card Agreement, which includes the RFP and the Proposal in response thereto, constitutes the complete understanding between the parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No failure on the part of either Party to exercise, and no delay in exercising any right under this Fleet Card Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Fleet Card Agreement preclude any other or further exercise thereof or the exercise of any other right. This Fleet Card Agreement may not be altered, modified or amended, and no provision contained in it may be waived, except in writing and signed by authorized representatives of both Customer and Voyager, with specific reference to this Fleet Card Agreement.

B. **Successors and Assigns.** This Fleet Card Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Fleet Card Agreement may not be assigned by Customer without the prior written approval of Voyager or its designate.

C. **Severability.** Should any provision of this Fleet Card Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Fleet Card Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Fleet Card Agreement and the intent of the parties.

D. **USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, Voyager requires Customer and/or Participant to provide its legal entity name, street address, taxpayer identification number and other information that will allow Voyager to identify each Customer and/or Participant entity prior to establishing an account for such entity. Voyager reserves the right to require that Customer and/or Participant promptly provide to Voyager sufficient identification documents upon request in connection with USA PATRIOT Act compliance.

E. Headings. The headings of the sections of this Fleet Card Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

23. AUTHORIZATION AND EXECUTION

A. Authorization. Customer certifies to Voyager that the person executing this Agreement is authorized by Customer in accordance with its organization rules and applicable law to bind the Customer to the Terms and Conditions of this Agreement, including the authority to incur debt in the name of the Customer. Customer certifies that the signer's authorization to bind the Customer and incur debt in the name of the Customer is evidenced by the following:

- The signer is an officer as indicated on Customer's SEC 10-K Form (no additional information needed).
- The signer is an officer of the Customer and is acting in his or her capacity as an agent of the Customer. Furthermore, the signer represents and warrants that he or she is duly authorized by state law to enter into transactions of this nature. Customer represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Customer to be duly bound by this Agreement. (No additional information needed unless requested.)

If one of the above boxes cannot be checked, or if in the opinion of U.S. Bank's Credit Department further proof of authority is necessary, customer must provide a Corporate Certificate of Authority that complies with State law. Once completed, please check the box below and submit the original document along with this application.

- Customer has completed the U.S. Bank Corporate Certificate of Authority (attach copy of completed Certificate).

B. Signatures. In WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Fleet Card Agreement.

Signed this 16 day of July, 2007 by: Signed this _____ day of _____, 2007 by:

State of ARKANSAS

(Customer)

Joseph A. Gippis

(Signature of Authorized Individual)

Joseph A. GIPPIS

(Printed Name of Authorized Individual)

DIRECTOR OF Procurement

(Printed Title of Authorized Individual)

U.S. Bank National Association ND
By Voyager Fleet Systems Inc., Agent

(Signature of Authorized Individual)

Robert T. Abele

President

VOYAGER FLEET CARD PROGRAM AGREEMENT

ADDENDUM A

For Customers with two hundred (200) or more Fleet Cards and a monthly billing volume of at least seventeen thousand U.S. Dollars (\$17,000.00), Voyager will not assess a fee to Customer for account set-up, Fleet Card issuance, transactions or standard monthly or annual billings. For Customers with less than two hundred (200) Fleet Cards and monthly billings of less than seventeen thousand U.S. Dollars (\$17,000.00), Voyager will assess a fee to Customer for account set-up, Fleet Card issuance, transactions or standard monthly or annual billings as provided below. Customer may be automatically assessed all applicable fees provided in Addendum A without prior notice.

For additional reporting and Customers with less than two hundred (200) Fleet Cards and less than seventeen thousand U.S. Dollars (\$17,000.00) in monthly billings, the fees are as follows.

Set Up Fees

Account Set Up (one time fee) ----- \$0.00

Fleet Card Fees

Number of Cards (monthly):

7 - 25 ----- \$0.00
 26 - 100 ----- \$0.00
 101 - 200 ----- \$0.00

Additional Reporting Fees

Invoice (includes: statement, payments and adjustments and taxes) ----- \$0.00
 Invoice Report ----- \$0.00
 Driver Report ----- \$0.00
 Vehicle Report ----- \$0.00
 Exception Report ----- \$0.00
 Service Station Activity Report ----- \$0.00
 Product Purchase Summary ----- \$0.00
 Expense Summary By Business Unit ----- \$0.00

VOYAGER FLEET CARD PROGRAM
PERFORMANCE VOLUME REBATE ADDENDUM

Voyager shall extend to Customer the following revenue sharing opportunities:

1. a) Voyager will pay to Customer a portion of its aggregate Net Annual Charge Volume through a rebate (“**Performance Rebate**”). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Rebate Addendum Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

TABLE A					
File Turn Days	Rebate Percentage	File Turn Days	Rebate Percentage	File Turn Days	Rebate Percentage
0	0.400%	14	0.260%	28	0.120%
1	0.390%	15	0.250%	29	0.110%
2	0.380%	16	0.240%	30	0.100%
3	0.370%	17	0.230%	31	0.090%
4	0.360%	18	0.220%	32	0.080%
5	0.350%	19	0.210%	33	0.070%
6	0.340%	20	0.200%	34	0.060%
7	0.330%	21	0.190%	35	0.050%
8	0.320%	22	0.180%	36	0.040%
9	0.310%	23	0.170%	37	0.030%
10	0.300%	24	0.160%	38	0.020%
11	0.290%	25	0.150%	39	0.010%
12	0.280%	26	0.140%	40	0.000%
13	0.270%	27	0.130%		

b) Voyager will pay to Customer a portion of its aggregate Net Annual Charge Volume through a rebate (“**Volume Rebate**”). The Volume Rebate will be based on the Net Annual Charge Volume and the Qualified Ticket Size. The Volume Rebate calculation will be made in accordance with Schedule A, attached hereto and made a part hereof.

c) No rebate calculation shall be made unless a) the File Turn Days Payment Performance for all Account Statements is equal to or less than forty (40) File Turn Days; and b) the Net Annual Charge Volume is equal to or greater than eight million U.S. Dollars (\$8,000,000.00); and c) the Qualified Ticket Size is equal to or greater than forty U.S. Dollars (\$40.00). Any Revenue Share payment made pursuant to this Rebate Addendum will be net of accumulated Charge-offs and/or Fraudulent Charges resulting from participation in Voyager or U.S. Bank National Association ND programs regardless of whether the underlying agreement between the parties is valid or has been terminated. The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the Rebate Addendum Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

d) Voyager will calculate the Net Annual Charge Volume and the Qualified Ticket Size for the Rebate Addendum Year to find the Rebate Percentage on Schedule A for the Volume Rebate. Voyager will calculate the File Turn Days Payment Performance for the same Rebate Addendum Year to find the Rebate Percentage on Table A for the Performance Rebate. Annually, Voyager will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Addendum Year. The result will be the gross Revenue Share. Voyager will subtract any Charge-offs and/or Fraudulent Charges that have not been subtracted at any time during any of the past Rebate Addendum Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share from one (1) Rebate Addendum Year will be subtracted from one (1) or more of the following Rebate Addendum Years. Upon termination of the Agreement, if

the net Revenue Share is a negative dollar amount, Voyager may request, and Customer agrees to reimburse, Voyager up to the dollar amount previously paid by Voyager to Customer.

2. Capitalized terms used in this Rebate Addendum and not otherwise defined in this Rebate Addendum are used with the same respective meanings attributed thereto in the Fleet Card Agreement. "Account" means any account number to which charges and payments may be posted. This includes, but is not limited to, Fleet Card accounts and Central Purchasing Accounts. "Qualified Ticket Size" means the Net Annual Charge Volume divided by the number of purchase transactions during each Rebate Addendum Year. A purchase transaction is a debit point of sale purchase transaction. "Charge-off" means any amount due and owing to U.S. Bank or its affiliates by Customer that remains unpaid for one hundred fifty (150) days after the date that it was first billed. "File Turn Days" means the number of days from the date Voyager posts a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates. "File Turn Days Payment Performance" means the average speed of repayment of charges made for each Rebate Addendum Year. "Fraudulent Charges" means those Charges which are not initiated, authorized or otherwise requested by Customer, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, its Affiliates, and/or a Cardholder. "Net Annual Charge Volume" means all charges set forth on the Statements furnished for all Accounts, less fees, cash advances, fraudulent charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by Voyager with respect to such Accounts as uncollectible for each twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum (an "Rebate Addendum Year"). "Revenue Share" is the combination of the Performance Rebate and Volume Rebate. "Total Rebate Percentage" means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

3. Customer expressly agrees that the terms and conditions of this Rebate Addendum are confidential and may not be disclosed to third parties without Voyager's prior written consent, which may be exercised at its sole option.

4. This Rebate Addendum shall terminate upon termination of the Fleet Card Agreement and all rights hereunder shall immediately cease.

5. Except to the extent that the Fleet Card Agreement is expressly or implicitly modified by this Rebate Addendum, all terms and conditions of the Fleet Card Agreement remain in full force and effect.

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Rebate Addendum.

Dated this 16 day of July, 2007 by:

Dated this _____ day of _____, 2007 by:

State of ARKANSAS

U.S. Bank National Association ND
By Voyager Fleet Systems Inc., Agent

(Customer)

Joseph A. Giddis

(Signature of Authorized Individual)

(Signature of Authorized Individual)

Joseph A. GIDDIS

Robert T. Abele

(Printed Name of Authorized Individual)

DIRECTOR State Procurement

President

(Printed Title of Authorized Individual)

VOYAGER FLEET CARD PROGRAM
PERFORMANCE VOLUME REBATE ADDENDUM
SCHEDULE A

Net Annual Charge Volume	Qualified Ticket Size				
	\$40.00 to \$44.99	\$45.00 to \$49.99	\$50.00 to \$54.99	\$55.00 to \$59.99	\$60.00 and above
	Rebate Percentage				
\$ 8,000,000.00	0.800%	0.890%	0.960%	1.010%	1.060%
\$ 11,000,000.00	0.840%	0.930%	1.000%	1.050%	1.100%
\$ 15,000,000.00	0.880%	0.970%	1.040%	1.090%	1.140%
\$ 20,000,000.00	0.920%	1.010%	1.080%	1.130%	1.180%
\$ 25,000,000.00	0.960%	1.050%	1.120%	1.170%	1.220%
\$ 30,000,000.00	1.000%	1.090%	1.160%	1.210%	1.260%
\$ 35,000,000.00	1.040%	1.130%	1.200%	1.250%	1.300%
\$ 40,000,000.00	1.080%	1.170%	1.240%	1.290%	1.340%
\$ 45,000,000.00	1.120%	1.210%	1.280%	1.330%	1.380%