

American Express
P.O. Box 297812
Ft. Lauderdale, FL 33329-7812



November 13, 2008

KEVIN D JOHNSON
JOHNSON MEDIA INC *

03944



Re: Business Line of Credit

Subject: Important Information Regarding Your Business Line of Credit/Business Capital Line Account
Ending in [REDACTED]

Dear Kevin D Johnson,

In recent years, American Express OPENSM has significantly expanded the range of card products that we provide to small business owners, and those products are at the core of how we meet the purchasing needs of our customers. As a result of our increasing focus on this core set of products, **American Express OPEN has decided to discontinue the Business Line of Credit and Business Capital Line program, effective January 15, 2009.**

Our decision will affect your Business Line of Credit and Business Capital Line Accounts ("Account" or "Account(s)") as follows:

1. **Beginning on January 15, 2009, requests to access your line of credit will no longer be approved. We will not approve any checks received from you or a Merchant after January 14, 2009.**
2. **Through January 14, 2009, you may access your Account, but we are adjusting your purchasing capacity as follows:**

You will now be able to spend up to the sum of:

- i. **The outstanding balance on your last billing statement prior to November 14, 2008, plus**
- ii. **10% percent of the unused portion of your credit limit (up to a maximum \$5,000)**

You can determine your revised purchasing capacity by reviewing your credit limit information listed on your last billing statement or communication from American Express regarding your Account, by visiting www.open.com, or calling the telephone number listed below.

This change to your purchasing capacity will not be reflected in the credit limit listed on future billing statements or our website. As always, all transactions are subject to approval.

3. **Effective immediately, we will no longer be issuing additional checks or replacement cards.**
4. **We are also changing the way we calculate your minimum amount due each month, which will result in a reduction in the minimum payment required for many Cardmembers.** More detail can be found on the next page; all other terms and conditions from your Cardmember Agreement continue to apply. This change becomes effective with your first billing period that ends on or after **January 9, 2009**. Of course, you can always pay more than your minimum due, and we encourage you to pay your Account balance in full.
5. If your Account is enrolled in the Membership RewardsSM program, and you have another American Express Card account linked to your Membership Rewards account, there will be no change to your Membership Rewards account as a result of the discontinuation of the Business Line of Credit and Business Capital Line program. If your Membership Rewards account is not linked to another American Express Card, you will be able to redeem your points until **January 15, 2009** by visiting www.membershiprewards.com.¹

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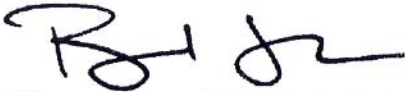
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In light of these changes, we also advise you to do the following by **January 15, 2009**:

- Safely dispose of your Card and any remaining Checks
- Provide alternate payment information to Merchants who may have this Account Number on file

We did not make this decision lightly and apologize for any inconvenience this may cause your business. American Express OPEN remains committed to offering the most valuable card products and services to support you and your business. If you have any questions or concerns, please call us Monday through Friday, 8am-9pm EST at 1-877-571-4333.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Joabar', written over a horizontal dashed line.

Raymond Joabar
Senior Vice President
American Express OPEN

¹. Terms and Conditions of the Membership Rewards program apply.



Changes to Minimum Amount Due

We are changing the Minimum Amount Due calculation for your Account. This change becomes effective with your first billing period that ends on or January 9, 2009. **We will decrease "1/36th" to "1/50th"** and the description of "Minimum Amount Due" and the Adjusted Minimum Amount Due will reflect these changes. Accordingly, effective January 9, 2009, the **Minimum Amount Due** section of your Agreement is deleted and replaced with:

"Minimum Amount Due"

Each billing statement will reflect a Minimum Amount Due. Payment is due by the time and date shown and in the manner prescribed on the statement. The Minimum Amount Due will not exceed the New Balance. You may pay more than the Minimum Amount Due, up to the entire outstanding balance, at any time. To calculate the Minimum Amount Due, we add together the following amounts, round the result to the nearest whole dollar, and then add any amount past due:

- (1) the greatest of:
 - (a) 1/50th of the New Balance (excluding from the New Balance any over-limit amount and any late fees or over-limit fees);
 - (b) the lesser of:
 - (i) current billed Finance Charges plus 1% of the New Balance (excluding from the New Balance any over-limit amount, any late fees or over-limit fees and finance charges), or
 - (ii) 4% of the New Balance; or
 - (c) \$50;
- (2) any over-limit fees added during the billing period;
- (3) any late fees added during the billing period; and
- (4) 1/24th of any over-limit amount (the part of your New Balance in excess of your credit line).

Adjusted Minimum Amount Due

Summary: If you consistently pay more than the Minimum Amount Due outlined above, we may calculate your minimum payment without any late fees, over-limit amount or the additional 1% of the balance referenced in (1)(b)(i). If we do this, and finance charges are more than 1/50th of the balance, we may add \$15 to your minimum payment. For information about how this works, read the detailed description below.

Detailed Description: We may adjust the outlined calculation above by removing the late fees in (3), the over-limit amount in (4) and "plus 1% of the New Balance" in (1)(b)(i). In the adjusted calculation, we will exclude only the over-limit fees from the New Balance in (1)(a). After the adjustment, if (1) is equal to the current billed Finance Charges, we will increase your Minimum Amount Due by \$15.

We will apply the adjusted calculation to your Account if:

- the sum of your payments (credited to your Account in the six consecutive billing periods ending with the Closing Date of the current billing period) is greater than the sum of the Minimum Amounts Due (for the six consecutive billing periods ending with the Closing Date of the previous billing period, not using the adjusted calculation and including the amount past due in only the first of those six periods);
- the sum of the Minimum Amounts Due is equal to the sum of your payments and it is less than or equal to \$300;
- the sum of the Minimum Amounts Due is zero and we used the adjusted calculation in the last billing period when your Minimum Amount Due was not zero; or
- it is the first billing period ending on or after November 16, 2007, and your Account was opened before that date.

If we adjust your Minimum Amount Due, we will do so for at least six billing periods, and if we stop adjusting your Minimum Amount Due, we will not adjust it again for at least six billing periods, regardless of your payment history.