## EXHIBIT 86

| New Balance | $\$ 3,370.75$ |
| :--- | ---: |
| Please Pay $\mathrm{By}^{\ddagger}$ | $10 / 07 / 13$ |

$\ddagger$ Payment is due upon receipt. We suggest you pay by the Please Pay By date.
$\rightarrow$ See page 2 for important information about your account.


## See Page 7 For A Notice Of Changes To The Membership Rewards Program Terms \& Conditions

See Page 11 for Important Changes to Your Account Terms and Benefits

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also:
(1) include the remittance coupon from your statement; (2) be made with a single check drawnon a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon recelpt. Any restrictlve language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.
Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after $8: 00$ p.m. MST may not be credited until the next day.
How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. The method we use to figure the ADB and interest results in daily compounding of interest.
Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, Sign \& Travel and Extended Payment Option) if you pay the Account Total New Balance by the due date each month.
Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of $\mathbf{2 . 7 \%}$ of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.
Credit Balance: A credit balance (designated $C R$ ) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $\$ 1.00$ or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Customer Care \& Billing Inquiries
International Collect
Large Print \& Braille Statements Lost or Stolen Card
Express Cash

Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897

Website: americanexpress.com Mobile Site: amexmobile.com

| Customer Care |  |
| :--- | :--- |
| \& Billing Inquiries | Payments |
| P.O. BOX 981535 | P.O.BOX 650448 |
| ELPASOTX | DALLAS TX |
| 79998-1535 | $75265-0448$ |

PBMOX 01535 ELPASO,TX P.O.BOX 650448 DALLAS TX 75265 -0448

## Change of Address

If correct on front, do not use.

- To changeyour address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.


Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

Forinformation on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



## American Express ${ }^{\circledR}$ Traditionai GUPLCATE COPY

Fees

| ${ }^{* *}$ Foreign Transaction Fee is $2.7 \%$ of the converted US dollar amount of the foreign currency charge. See foreign Currency Charges on page 2. |  |  | Amount$\$ 0.28$ |
| :---: | :---: | :---: | :---: |
| 08/24/13 | JOHN J DUNCAN | FOREIGN TRANSACTION FEE** |  |
|  |  | MALMAISON HOTEL (EDINBURG $\$ 10.48$ |  |
| 08/24/13 | JOHN J DUNCAN | FOREIGN TRANSACTION FEE** | \$1.68 |
|  |  | BRITISH AIRWAYS MOTO (GBP |  |
|  |  | \$62.46 |  |
| 09/22/13 | JOHN J DUNCAN JR | ANNUAL MEMBERSHIP FEE | \$35.00 |
| Total Fees for this Period |  |  | \$36.96 |

## Interest Charged

|  | Amount |
| :--- | ---: |
| Total Interest Charged for this Period | $\$ 0.00$ |

## 2013 Fees and Interest Totals Year-to-Date

|  | Amount |
| :--- | ---: |
| Total Fees in 2013 | $\$ 121.96$ |
| Total Interest in 2013 |  |
|  | $\$ 0.00$ |

## Interest Charge Calculation

| Your Annual Percentage Rate (APR) is the annual interest rate on your account. Transactions Dated |  |  | Annual Percentage Rate | Balance Subject to Interest Rate | Interest Charge |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | From | To |  |  |  |
| Sign \& Travel-POS | 09/23/2011 |  | 18.24\% (v) | \$0.00 | \$0.00 |
| Select \& Pay Later | 09/23/2011 |  | 18.24\% (v) | \$0.00 | \$0.00 |
| Total |  |  |  |  | \$0.00 |
| (v) Variable Rate |  |  |  |  |  |

[^0]
## Important Changes to the Membership Rewards ${ }^{\oplus}$ Program Terms and Conditions

 A summary of the changes appears below. The detailed changes can be found after the summary chart.|  |  |
| :--- | :--- |
| $\begin{array}{l}\text { Membership Rewards } \\ \text { Linkage Fee Removal }\end{array}$ | $\begin{array}{l}\text { Effective on September 1, 2013, we will no longer charge an additional } \$ 10 \\ \text { annual fee to link certain OPEN Cards to a Membership Rewards account } \\ \text { for another enrolled Card. }\end{array}$ |
| $\begin{array}{l}\text { Membership Rewards } \\ \text { Claims Resolution }\end{array}$ | $\begin{array}{l}\text { We are making changes to the process for resolving legal claims. The } \\ \text { following is a brief summary of the new process: } \\ \text { First, if you have an issue or dispute, please contact our Customer Service } \\ \text { Department at the number listed on the back of your card. They are able to } \\ \text { resolve most issues and disputes. } \\ \text { Second, before initiating mediation, arbitration or litigation, we ask that you } \\ \text { send a Claim Notice to: American Express ADR c/o CT Corporation System, } \\ 111 \text { 8th Ave., New York, NY 10011. For a sample Claim Notice form, go to } \\ \text { americanexpress.com/claim. }\end{array}$ |
| Third, you may now mediate your claim prior to initiating an arbitration or |  |
| litigation. In mediation, a neutral mediator helps to resolve your claim. |  |$\}$| Fourth, the Membership Rewards Program Terms and Conditions continue |
| :--- |
| to include an arbitration provision. This means that either you or we may |
| choose to have an arbitrator decide any claim instead of having the claim |
| decided by a court. |

## See the following pages for Detailed Changes

## Detail of Changes to the Membership Rewards Program Terms and Conditions

The terms and conditions of the Membership Rewards program are subject to change as stated therein. This notice formally amends the terms and conditions of the Membership Rewards program as described below. Any provisions in the terms and conditions of the Membership Rewards program conflicting with these changes are replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

## Linkage Fee Removal

Effective immediately, we hereby make the following revisions to Section 2 of the About the Program Section of the Membership Rewards Program Terms and Conditions:

1. The following language contained in the second paragraph after the chart is hereby deleted: "Please note that there is an additional \$10 annual fee for each Business Charge or Credit Card that you link to a Membership Rewards account with other enrolled charge Cards, unless you also have one of the following Cards (which may include an Additional Card) linked to the same Membership Rewards account: Executive Business Card, Business Membership Rewards Card, Centurion Card, Platinum Card or Fidelity Platinum Card."
2. The following language contained in the third paragraph after the chart is hereby deleted:
"If this happens, you may be charged the linkage fee in addition to any enrollment costs."

## Membership Rewards Claims Resolution

Effective January 1, 2014, the Arbitration provision in the terms and conditions of the Membership Rewards program is replaced with the following:

## CLAIMS RESOLUTION

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For this section, you and $u \boldsymbol{s}$ includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your participation in the program, these Terms \& Conditions or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with the program; and (4) claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or oral or written statements related to the program or any reward or (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

## Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

## Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.
Áll mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

## Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.
If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

## Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with these Terms \& Conditions. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

## Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.
The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

## Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for $\$ 10,000$ or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

## Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

## Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $\$ 5,000$; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

## Continuation

This section will survive termination of the program or your participation in it. If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

## Important Changes to Your Account Terms

We are making changes to your Card account and benefits. A summary of the changes appears below. The detailed changes to your Cardmember Agreement and other account terms can be found after the summary chart.

| Summary of Changes |  |
| :--- | :--- |
| Using the Card | You may choose to store your Card account number and expiration <br> date with certain merchants from whom you make purchases <br> periodically. We are updating your Cardmember Agreement to clarify <br> that we may tell these merchants if your expiration date or card number <br> changes or if your account is cancelled. Currently, we only provide this <br> information to certain merchants whom you have authorized to bill you <br> at regular intervals. |
| Your Agreement for <br> Transferring Funds <br> Electronically <br> (the "EFT Agreement") | We are making changes to the EFT Agreement to (1) clarify that it <br> applies to all bank accounts (not just consumer bank accounts) and (2) <br> update the limits on cash withdrawals. |
| Oklahoma Insurance <br> Disclosure for Car Rental <br> Loss and Damage <br> Insurance Policy | We have added an insurance notice for Oklahoma residents regarding <br> insurance fraud. |

See the following page for Detailed Changes

## Detail of Changes to Your Agreements

The terms of the account referenced in or with this notice are subject to change in accordance with the Cardmember Agreement, Your Agreement for Transferring Funds Electronically (the "EFT Agreement"), and the Car Rental Loss and Damage Insurance Policy governing this account (collectively, the "Agreements"). This notice formally amends the Agreements as described below. Any terms in the Agreements conflicting with these changes are replaced fully and completely. Terms not changed by this notice remain in full force and effect. We encourage you to read this notice, share it with additional Cardmembers on your account, and file it for future reference. If you have any questions about these changes, please call the number on the back of your Card.

## Using the Card

Effective immediately, the third paragraph of the Using the Card section in Part 2 of your Cardmember Agreement is deleted in its entirety and replaced with the following:
"You may arrange for certain merchants to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

We may (but are not required to) tell these merchants if your expiration date or card number changes or if your account is cancelled. You must notify the merchants directly if you want them to stop charging your Account."

## Your Agreement for Transferring Funds Electronically

Effective immediately, your EFT Agreement is amended as follows:

1. The fifth sentence of the Words we use in this agreement Section is hereby deleted and replaced with the following:
"Your bank account is the bank account you use to pay for any transactions you make through the service."
2. The Limits on withdrawals Section is hereby deleted and replaced with the following:

## "Limits on withdrawals

We apply the following limits to withdrawals. The ATM operator may also impose limits.

| One from American Express $^{\circledR}$ | $\$ 3,000$ in a 30-day period |
| :--- | :--- |
| Zync Card $^{\boxplus}$ | $\$ 3,000$ in a 30-day period |
| Green Card | $\$ 3,000$ in a 30-day period |
| Gold Card | $\$ 8,500$ in a 30-day period |
| Platinum Card ${ }^{\oplus}$ | $\$ 10,000$ in a 30-day period |
| Centurion $^{\circledR}$ Card | $\$ 10,000$ in a 30-day period" |

## Car Rental Loss and Damage Insurance Policy

Change to Policy for Residents of Oklahoma:
We are making Important Changes to your Car Rental Loss and Damage Insurance policy ("Policy") underwritten by AMEX Assurance Company.
Effective immediately, the following section is hereby added after the How Benefits are Paid section:
"Fraud: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Form Number: CRLDIAE0612OK"

# Membership Rewards ${ }^{\text {® }}$ DUPLICATE COPY Monthly Statement and Program News 

MEMBERSHIP
rewards* p.13/14

| Prepared for JOHN J DUNCAN Account Number | Questions About Your Account? |
| :---: | :---: |
| Total Points Balance $\quad 86,963$ | $\square$ membershiprewards.com |
| Points Earned this Period $\quad 2,748$ | 1-800-AXP-EARN (297-3276) International Collect: 305-816-2799 |
|  | Did You Know? |
| Account Summary August 1, 2013-August 31,2013 | Use Points For Your Charges |
| Opening Points Balance 84,215 | Use your Card for charges like travel, dining, groceries, and more, then oonline and use the |
| Points Earned this Period $\quad+2,748$ | points you earned toward your eligible charges. |
| Points Used this Period 0 | Learn more at membershiprewards.com/yourcharges |
| Reinstated Points and Adjustments 0 |  |
| Total Points Balance 86,963 |  |
| Points Earned this Period are pending until charges are paid in full and all your accounts are in good standing. |  |


| Points Transaction Detail |  | August 1,2013-August 31, 2013 |  |
| :--- | ---: | ---: | ---: | ---: |
| Points Earned this Period | Points Activity On <br> Eligible Charges | Bonus Points <br> Awarded | Total Points <br> Activity Per Card |
| Traditional Gold <br> XXXXXXXXX7-45003 | 1,799 | 0 | 1,799 |
| Add'1 Traditional Gold <br> XXXX-XXXXX7-42018 | 949 | 0 | 949 |
| Total | $\mathbf{2 , 7 4 8}$ | $\mathbf{0}$ | $\mathbf{2 , 7 4 8}$ |

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed backInto the program. Forfeited points can be reinstated for a fee by calling the number provided below or visiting membershiprewards.com. Terms and Conditions of the Membership Rewards* program apply. For more information, visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

## EXHIBIT 87

| New Balance | $\$ 2,872.28$ |
| :--- | :--- |
| Please Pay By |  |
|  |  |

$\ddagger$ Payment is due upon receipt. We suggest you pay by the Please Pay By date.

See page 2 for imponant information about your account.

Membership Rewards ${ }^{\text {e }}$ Points
Available and Pending as of 07/31/14
124,712
For up to date point balance and full program details, visit membershiprewards.com
Account Summary

| Previous Balance | $\$ 9,625.00$ |
| :--- | ---: |
| Payments/Ciedits | $-\$ 9,625.00$ |
| New Charges | $+\$ 2,872.28$ |
| Fees | $+\$ 0.00$ |
| New Balance | $\mathbf{\$ 2 , 8 7 2 . 2 8}$ |

Days in Billing Period: 30
Customer Care
Pay by Computer americanexpress.com/pbc

## Customer Care

 1-800-327-2177Pay by Phone
1-800-472-9297
See page 2 for additional information.

- Please fold on the perforation below, detach and return with your payment $\downarrow$

Payment Coupon
Do not staple or use paper clips

Pay by Computer americanexpress.com/pbc

Pay by Phone 1-800-472-9297

## Account Ending

Enter account number on all documents. Make check payable to American Express.
"יI! JOHN JDUNCAN PO BOX 2646 KNOXVILLE TN 37901-2646



Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448

DALLAS TX 75265-0448

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not becredited to your Account unt|| the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on U US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable In US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon recelpt. Any restrictive language ona payment we accept will have noeffect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.
Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone orany other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after $8: 00$ p.m. MST may not be credited until the next day.
How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. The method we use to figure the ADB and interest results in daily compounding of interest.
Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest oncharges added to a Pay Over Time balance automatically (for example, Sign \& Travel and Extended Payment Option) if you pay the Account Total New Balance by the due date each month.
Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of $2.7 \%$ of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effiect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.
Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $\$ 1.00$ or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.


Customer Care \& Billing Inquiries International Collect
Large Print \& Bralle Statements Lost or Stolen Card Express Cash

1-800-528-4800
1-336-393-1111
1-800-528-4800
1-800-992-3404
1-800-CASH-NOW

Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897

Website: americanexpress.com Moblle Site: amexmobile.com

| Customer Care |  |
| :--- | :--- |
| \& Billing Inquiries | Payments |
| P.O. BOX 981535 | P.O. BOX 650448 |
| EL PASO,TX | DALLAS TX |
| 79998-1535 | $75265-0448$ |

\& Billing Inquiries P.O. BOX 981535 79998-1535 DALLAS TX 75265-0448

## Change of Address <br> If correct on front, do not use.

- To change your address online, visit vww.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.


Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

| Payments and Credits |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary |  |  |  |  |
|  |  |  |  | Total |
| Payments |  |  |  | - $59,625.00$ |
| Credits |  |  |  | \$0.00 |
| Total Payments and Credits |  |  |  | -59,625.00 |
| Detail Indicates posting date |  |  |  |  |
| Payments |  |  |  | Amount |
| 08/17/14* JOHNJDUNCAN PAYMENT RECEIVED-THANKYOU |  |  |  | - $\$ 9,625.00$ |
| New Charges |  |  |  |  |
| Summary |  |  |  |  |
|  |  |  |  | Total |
| JOHN JDUNCAN |  |  |  | \$784.57 |
| JOHN JDUNCAN JR |  |  |  | \$2,087.71 |
| Total New Charges |  |  |  | \$2,872.28 |
| Detail |  |  |  |  |
| JOHNJDUNCAN Card Ending |  |  |  |  |
|  |  |  |  | Amount |
| 07/26/14 | KROGER \#686 000000687704967418 7704967418 GROCERY STORES |  |  | \$65.54 |
| 07/29/14 | FREEDOMPAY <br> 888-495-0222 <br> Description <br> BUSINESS SERVIC | NEWTOWN SQUAR <br> Es |  | \$56.30 |
| 07/31/14 | CARMINE'SDC C 4257TH STNWW FOOD/BEVERAGE TIP | RMINEWASHINGTON ASHINGTON | DC <br> $\$ 75.63$ <br> $\$ 10.00$ | \$85.63 |
| 08/03/14 | LONGHORN STEAKHOUSE MORRISTOWN TN <br> 4235866565  <br> FOOD/BEVERAGE $\$ 63.93$ <br> TIP $\$ 9.07$ |  |  | \$73.00 |
| 08/07/14 | LITTONS MARKET RESTAURANT | AND RKNOXVILLE | TN | \$43.05 |
| 08/08/14 | OLIVE GARDEN \# <br> 7036717507 <br> FOOD/BEVERAG <br> TIP | 262 OFALLS CHURCH | VA <br> \$31.02 <br> $\$ 4.48$ | \$35.50 |
| 08/08/14 | CONNORS STEAK <br> 8659660933 <br> TIP | HOUSE SKNOXVILLE | $\begin{aligned} & \text { TN } \\ & \$ 16.80 \end{aligned}$ | \$103.00 |
| 08/11/14 | AMAZON.COM MERCHANDISE | AMZN.COM/BLL |  | \$207.60 |


| JOHN J DUNCAN |  | DUPLICATE CORY <br> Account Ending | p. $4 / 8$ |
| :---: | :---: | :---: | :---: |
| Detail Continued |  |  |  |
|  |  |  | Amount |
| 08/11/14 | LITTONS DIRECT TO YOMOBILE 865-6880429 | TN | \$66.95 |
| 08/19/14 | CAROLINA ALEHOUSEOKNOXVILLE RESTAURANT FOOD/BEVERAGE TIP | TN $\begin{array}{r} \$ 42.43 \\ \$ 5.57 \end{array}$ | \$48.00 |

$\square$
JOHN J DUNCAN JR
Card Ending

|  |  |  | Amount |
| :---: | :---: | :---: | :---: |
| 07/24/14 | LOWE'S OF WEST KNOXVKNOXVILLE 865-690-9770 | TN | \$29.40 |
| 07/25/14 | AUBREYS KNOXVILLE TN 8655881111 |  | \$50.39 |
| 07/25/14 | WAL-MART SUPERCENTERKNOXVILLE DISCOUNT STORE | TN | \$29.89 |
| 07/25/14 | WEIGELS \#57 QKNOXVILLE TN <br> 865-938-2042  <br> Description  <br> GAS/SERVICES  |  | \$48.80 |



| $07 / 29 / 14$ | WAL-MART SUPERCENTERKNOXVILLE <br> DISCOUNT STORE | TN | $\$ 12.19$ |
| :--- | :--- | :--- | :--- |
| $07 / 29 / 14$ | S\&SCAFETERIA \#34 KNOXVILLE | TN | $\$ 18.52$ |


| 07/29/14 | 865-584-5191 <br> Description <br> FAST FOOD RESTAURAN |  | \$18.52 |
| :---: | :---: | :---: | :---: |
| 07/30/14 | ADVANCE AUTO \#3700 OKNOXVILLE 8657770015 | TN | \$9.82 |
| 07/30/14 | PELANCHOS MEXICAN GRKNOXVILLE 865-694-9060 | TN | \$24.17 |
| 07/30/14 | MCALISTER'S \#1 156 OOKNOXVILLE 865-769-5001 <br> Description <br> FAST FOOD RESTAURAN | TN | \$17.56 |
| 08/01/14 | PREMIER PARKING TENNNASHVILLE 615-238-2250 | TN | \$8.00 |
| 08/01/14 | SHUCK RAW BAR 000000 KNOXVILLE $8654051767$ <br> Description GENERAL MERCHANDISE | TN | \$102.53 |
| 08/01/14 | WEIGELS\#18 QKNOXVILLE TN 865-938-2042 <br> Description <br> AUTOMATED FUEL PUMP |  | \$47.22 |


|  | DUPLCATE COPY <br> American Express ${ }^{\circ}$ Traditionai Gola Card <br> JOHN J DUNCAN <br> Closing Date 08/22/14 | Account Ending |
| :---: | :---: | :---: |
| Detail Continued |  |  |
|  |  | Amount |
| 08/02/14 | WEIGELS\#33 QKNOXVILLE TN 865-938-2042 <br> Description AUTOMATED FUEL PUMP | \$81.76 |
| 08/02/14 | WEIGELS \#33 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP | \$1.05 |
| 08/04/14 | FEDEXOFFICE 001436301-888-889-7121 0000379223 <br> SS FAX-LOCAL SEND | \$1.74 |
| 08/05/14 | FEDEX OFFICE FEDEX OALEXANDRIA VA DIRECT MKTG MISC | \$185.73 |
| 08/06/14 | INGLES MARKETS \#91 OFARRAGUT TN 8659664360 | \$197.13 |
| 08/06/14 | BACK YARD BURGERS BAKNOXVILLE TN 865-531-7211 | \$16.69 |
| 08/06/14 | FRONTIER PACKAGE STOKNOXVILLE TN LIQUORSTORE | \$90.30 |
| 08/08/14 | CROWNE PLAZA KNX DWNKNOXVILLE TN  <br> Arrival Date Departure Date <br> $08 / 07 / 14$ $08 / 08 / 14$ <br> 00000000  <br> LODGING  | \$105.53 |
| 08/08/14 | CROWNE PLAZA KNX DWNKNOXVILLE TN  <br> Arrival Date Departure Date <br> $08 / 07 / 14$ $08 / 08 / 14$ <br> 00000000  <br> LODGING  | \$105.53 |
| 08/08/14 | PILOT CSTORE 10500 KNOXVILLE TN GAS STATION | \$40.72 |
| 08/08/14 | CROWNE PLAZA KNX DWNKNOXVILLE TN  <br> Arrival Date Departure Date <br> $08 / 07 / 14$ $08 / 08 / 14$ <br> 00000000  <br> LODGING  | \$105.53 |
| 08/11/14 |  | \$179.03 |
| 08/11/14 | CAROLINA ALEHOUSEOKNOXVILLE TN <br> RESTAURANT  <br> FOOD/BEVERAGE $\$ 27.60$ <br> TIP $\$ 5.00$ | \$32.60 |
| 08/13/14 | AUBREYS RESTAURANT KNOXVILLE TN 8656712233 | \$41.52 |
| 08/13/14 | WEIGELS \#33 QKNOXVILLE TN 865.938-2042 Description AUTOMATED FUEL PUMP | \$42.99 |

## Detail Continued

|  |  |  | Amount |
| :---: | :---: | :---: | :---: |
| 08/16/14 | PILOT TRAVEL CENTERSKNOXVILLE GAS StATION | TN | \$40.31 |
| 08/17/14 | WEIGELS \#6262 LOUDON <br> MISC FOOD STORE <br> Description <br> GAS/SERVICES | TN | \$54.08 |
| 08/18/14 | AT\&T*BILL PAYMENT 95DALLAS <br> 800-331-0500 <br> Description <br> TELEPHONE SERVICE/E | TX | \$227.62 |
| 08/21/14 | SOCCERTACO KNOXVILLE RESTAURANT FOOD/BEVERAGE TIP | $\begin{array}{lr} \hline \text { TN } & \\ & \$ 24.54 \\ & \$ 5.00 \end{array}$ | \$29.54 |

Fees

|  | Amount |
| :--- | ---: |
| Total Fees for this Period | $\$ 0.00$ |

2014 Fees and Interest Totals Year-to-Date

|  | Amount |
| :--- | ---: |
| Total Fees $\ln 2014$ | $\$ 85.00$ |
| Total Interest in 2014 | $\$ 0.00$ |
|  |  |

## Interest Charge Calculation

| Your Annual Percentage Rate (APR) is the annual interest rate on your account. Transactions Dated |  |  | Annual Percentage Rate | Balance Subject to Interest Rate | Interest Charge |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | From | To |  |  |  |
| Select \& Pay Later | 09/23/2011 |  | 18.24\% (v) | \$0.00 | \$0.00 |
| Total |  |  |  |  | \$0.00 |
| (v) Variable Rate |  |  |  |  |  |

## Information on Pay Over Time Features

You may have access to one or more Pay Over Time features as part of your Card account. These features allow you to carry a balance on certain purchases.

## Current APR

The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features:
(v) indicates variable rate

For Select \& Pay Later, the APR is $1824 \%$ (v).

# Membership Rewards ${ }^{\text {® }}$ DUPLICATE COPY <br> Monthly Statement and Program News 



| Points Transaction Detail |  | July 1, 2014 - July 31, 2014 |  |
| :---: | :---: | :---: | :---: |
| Points Earned this Period | Points Activity On Eligible Charges | Bonus Points Awarded | Total Points Activity Per Card |
| Traditional Gold XxXX-XXXXX | 2,060 | 0 | 2,060 |
| Add'l TraditionalGold XXXX-XXXXX | 7,566 | 0 | 7,566 |
| Total | 9,626 | 0 | 9,626 |

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. Forfeited points can be reinstated for a fee by calling the number provided below or visiting membershiprewards.com. Terms and Conditions of the Membershlp Rewards* program apply. For more information, visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

## EXHIBIT 88

Membership Rewards ${ }^{\text {© }}$ Points
Available and Pending as of 06/30/15 167,292
For up to date point balance and full program details, visit membershiprewards.com

## Account Summary

| Previous Balance | $\$ 8,126.78$ |
| :--- | ---: |
| Payments/Credits | $-\$ 8,126.78$ |
| New Charges | $+\$ 4,155.44$ |
| Fees | $+\$ 0.00$ |
|  | $\$ \mathbf{\$ 4 , 1 5 5 . 4 4}$ |
| New Balance |  |

Days in Billing Period: 31

## Customer Care

Pay by Computer americanexpress.com/pbc
Customer Care
1-800-327-2177
Pay by Phone 1-800-472-9297

See page 2 for additional information.

Pay by Phone
1-800-472-9297

Account Ending
Enter account number on all documents. Make check payable to American Express.


JOHN J DUNCAN PO BOX 2646 KNOXVILLE TN 37901-2646


$\square$ Check here if your address or
AMERICAN EXPRESS
P.O.BOX 650448

DALLAS TX 75265-0448 Note changes on reverse side.

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p .m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not becredited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawnona US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment met hod payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language ona payment we accept will have noeffect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.
Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after $8: 00$ p.m. MST may not be credited until the next day.
How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. The method we use to figure the ADB and interest results in daily compounding of interest.
Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, Sign \& Travel and Extended Payment Option) if you pay the Account Total New Balance by the due date each month.
Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of $\mathbf{2 . 7 0 \%}$ of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.
Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $\$ 1.00$ or more.
Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Customer Care \& Billing Inquiries
international Collect
Large Print \& Braille Statements Lost or Stolen Card
Express Cash

1-800-528-4800
1-336-393-1111
1-800-528-4800
1-800-992-3404
1-800-CASH-NOW

Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897

Website: americanexpress.com Mobile Site: amexmobile.com
Customer Care \& Billing Inquiries P.O. BOX 981535

ELPASO, TX 79998-1535

Payments P.O. BOX 650448 DALLAS TX 75265-0448

Change of Address
If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.


Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit
www,americanexpress.com/privacy.

American Express ${ }^{\circledR}$ Traditional Gola Card
JOHN J DUNCAN
Closing Date 07/23/15
Account Ending

| Payments and Credits |  |  |  |
| :---: | :---: | :---: | :---: |
| Summary |  |  |  |
|  |  |  | Total |
| Payments |  |  | - $58,126.78$ |
| Credits |  |  | \$0.00 |
| Total Payments and Credits |  |  | - $\$ 8,126.78$ |
| Detail Indicates posting date |  |  |  |
| Payments |  |  | Amount |
| 07/01/15* | JOHNJDUNCAN | PAYMENT RECEEVED - THANK YOU | \$ $\$ 3,283.22$ |
| 07/20/15* | John J duncan | PAYMENT RECEIVED - THANK YOU | \$ $\$ 4,843.56$ |


| New Charges |  |
| :--- | ---: |
| Summary | Total |
|  | $\$ 3,350.46$ |
| JOHN JDUNCAN | $\$ 804.98$ |
| JOHN JDUNCAN JR | $\mathbf{\$ 4 , 1 5 5 . 4 4}$ |
| Total NewCharges |  |
| Detail |  |

JOHN JDUNCAN
Card Ending

|  |  |  | Amount |
| :---: | :---: | :---: | :---: |
| 06/22/15 | BUYBUBABY\#308603086KNOXVILLE | TN | \$163.86 |
|  | 865-690-3357 |  |  |
| 06/23/15 | 5WSHGTN NTNLS 309112(202)640-7953 |  | \$1,432.70 |
|  | Check ID: 297165089104 |  |  |
|  | Miller Lite (6- |  |  |
|  | Three-Cheese Ma |  |  |
|  | Baked Beans |  |  |
|  | All Natural Ang |  |  |
| 06/24/15 | FREEDOMPAY NEWTOWNSQUAR | PA | \$33.70 |
|  | 888-495-0222 |  |  |
|  | Description |  |  |
|  | BUSINESS SERVICES |  |  |
| 06/25/15 | FREEDOMPAY NEWTOWNSQUAR | PA | \$30.00 |
|  | 888-495-0222 |  |  |
|  | Description |  |  |
|  | BUSINESS SERVICES |  |  |
| 06/25/15 | FREEDOMPAY NEWTOWNSQUAR | PA | \$133.90 |
|  | 888-495-0222 |  |  |
|  | Description |  |  |
|  | BUSINESS SERVICES |  |  |
| 06/29/15 | CARRABBAS 9301 KNOXVILLE TN | N | \$110.00 |
|  | RESTAURANT |  |  |
| 07/01/15 | CRACKER BARREL \#16 KKNOXVILLE TN | TN | \$28.72 |
|  | 8003339566 |  |  |
|  | Description |  |  |
|  | RESTAURANT CHARGES |  |  |


| Detail Continued |  |  |
| :---: | :---: | :---: |
|  |  | Amount |
| 07/02/15 | aUbrey's restaurant powell tn 8659382724 | \$57.00 |
| 07/04/15 | $\begin{aligned} & \text { GONDOLIER PIZZA LENOIRCITY IN } \\ & 865-986-6668 \end{aligned}$ | \$48.36 |
| 07/06/15 | THECHOP HOUSE-F 5KNOXVILLE TN <br>   <br> 0865687133  <br> TIP $\$ 6.00$ | \$43.75 |
| 07/10/15 | EL PARAISO MEXIC EL BEAN STATION TN <br> 8659930369 <br> TIP $\$ 5.00$ | \$35.10 |
| 07/15/15 | INGLES MARKETS \#91 OKNOXVILLE TN 8659664360 | \$333.70 |
| 07/15/15 | WASABI JAPANESE STEAKNOXVILLE TN <br> $865-584-4898$  <br> FOOD $\mathbf{\$ 8 0 . 1 9}$ <br> TIP $\mathbf{\$ 1 5 . 0 0}$ | \$95.19 |
| 07/16/15 | $\begin{aligned} & \hline \text { BLAINE IGAFOODLINERBLAINE TN } \\ & 8659335618 \end{aligned}$ | \$66.58 |
| 07/17/15 | LONGHORN STEAKHOUSE MORRISTOWN TN <br> 4235866565  <br> FOOD/BEVERAGE $\$ 36.26$ <br> TIP $\$ 3.74$ | \$40.00 |
| 07/20/15 | LITIONS MARKET AND RKNOXVILLE IN RESTAURANT | \$140.72 |
| 07/20/15 | ALWAYS IN BLOOM ALWAKNOXVILLE TN 865-558-5769 | \$557.18 |

JOHNJ DUNCANJR



## Fees

|  | Amount |
| :--- | ---: |
| Total Fees for this Period | $\$ 0.00$ |

## 2015 Fees and Interest Totals Year-to-Date

|  | Amount |
| :--- | ---: |
| Total Fees in 2015 | $\$ 150.00$ |
| Total Interest in 2015 | $\$ 0.00$ |
|  |  |

## Interest Charge Calculation

| Your Annual Percentage Rate (APR) is the annual interest rate on your account. Transactions Dated |  |  | AnnualPercentageRate | Balance Subject to Interest Rate | Interest Charge |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | From | To |  |  |  |
| Select \& Pay Later | 09/23/2011 |  | 18.24\% (v) | \$0.00 | \$0.00 |
| Total |  |  |  |  | \$0.00 |
| (v) Variable Rate |  |  |  |  |  |

## Information on Pay Over Time Features

There is no pre-set spending limit on your Card
No pre-set spending limit does not mean unlimited spending. Purchasing power adjusts with your use of the Card, your payment history, credit record and financial resources known to us and other factors. Unless you have been previously notified otherwise, your Card has a no pre-set spending limit.

There is a limit to your Pay Over Time feature balance
Your Pay Over Time limit is $\$ 35,000.00$. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time limit. You must pay in full all charges that are not placed into a Pay Over Time balance upon receipt of your billing statement.

## Membership Rewards ${ }^{\text {® }}$ DUPLICATE COPY Monthly Statement and Program News

| Membership Rewards ${ }^{\circledR}$ <br> Monthly Statement and Program News |  | p. 7/8 |
| :---: | :---: | :---: |
| Prepared for JOHN J DUNCAN | Account Number | estions About Your Account? |
| Total Points Balance | 167,292 | $\square$ membershiprewards.com |
| Points Earned this Period | 1,521 | 1-800-AXP-EARN (297-3276) <br> International Collect: 305-816-2799 |
|  |  | Did You Know? |
| Account Summary | June 1, 2015 - June 30, 2015 | Use Points For Your Charges |
| Opening Points Balance | 165,771 | Use your Card for charges like travel, dining, groceries, and more, then go online and use the |
| Points Earned this Period | +1,521 | points you earned toward your eligible charges. |
| Points Used this Period | 0 | Learn more at membershiprewards.com/yourcharges |
| Reinstated Points and Adjustments | 0 |  |
| Total Points Balance | 167,292 |  |
| Points Earned this Period are pending accounts are in good standing. | sare paid in full and all your |  |

## Points Transaction Detail

June 1, 2015 - June 30, 2015

| Points Earned this Period | Points Activity On Eligible Charges | Bonus Points Awarded | Forfeited Points Due To Late Payment | Total Points Activity Per Card |
| :---: | :---: | :---: | :---: | :---: |
| Traditional Gold xxxx-xxxxx | 3,738 | 0 | $\begin{array}{r} -1,353 \\ 06 / 2015 \end{array}$ | 2,385 |
| Add'I Traditional Gold xxxx-xxxXx | 1,069 | 0 | $\begin{array}{r} -1,933 \\ 06 / 2015 \\ \hline \end{array}$ | -864 |
| Total | 4,807 | 0 | -3,286 | 1,521 |

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. Forfeited points can be reinstated for a fee by calling the number provided below or visiting membershiprewards.com. Terms and Conditions of the Membership Rewards ${ }^{*}$ program apply. For more information, visit
membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

## EXHIBIT 89

Toysrus.com / Babiesrus.com Shipment Confirmation for Order \# 3110955507

```
Jason Brown Fi, Aug 14, 2015 at 2:09 PM To: John Duncan 4
```

Thanks. Looks like there is another charge to toys $r$ us too.

On Aug 14, 2015, at 1:57 PM, John Duncan $\square$ wrote:

Here is the receipt for Toys $r$ Us. This was for Mom when she did the shower for Amber Greaves.
I'm in NC today but will bring the restaurant receipts by on Monday.
Sent from my iPhone
Begin forwarded message:

From: "ToysRUs" <customerservice@em toysrus.com>
Date: July 20, 2015 at 5:02:26 PM EDT
To: johnjduncan
Subject: Toysrus,com / Babiesrus,com Shipment Confirmation for Order \# 3110955507
Roply-To: "ToysRUs" [customerservice.FXOPNLB.3683660@em.toysrus.com](mailto:customerservice.FXOPNLB.3683660@em.toysrus.com)

If you cannot view this email, please dick here to view an online version.

## Toysflus babiesflus

```
O00 year un-the-go!
    Your ultimate resourca for baby's travel needs.
```

Dear john duncan,

Thank you for shopping at Toysrus.com and Babiesrus.com. We are happy to report that the following item(s) have shipped!
Please note: If there is an item(s) in your order that was not shipped at this time, we will notify you via email as soon as it is shipped.

Here is a review of your shipped order:
Item: 5903648
Description:
Quantity:
Status:
Tracking Number
Track@:

Item:
Description:

Prince Lionheart Premium Wipes Warmer
1 @ $\$ 29.99$
Shipped via: FedEx Ground 9261299998160720617417
http://www.fedex.com/Tracking? action=track\&language=english\& cnury $\% 5$ F code $=$ us $\&$ mital $=x \&$ tracknumbers= 9261299998160720617417

6945708
Tommee Tippee Closer to Nature Bottje Warmer

You may also like:


Bables R Us Contouf Changing Pad

| Quantity: | $1 @ \$ 39.99$ |
| :---: | :---: |
| Status: | Shipped via: FedEx Ground |
| Tracking Number: | 9261299998160720617417 |
| Track @: | http:/Www.fedex.com/Tracking? action=track\&language=english\& cntry\%5Fcode=us\&initial=x\& tracknumbers= |
|  | 9261299998160720617417 |
| Item: | 17645594 |
| Description: | BabySense V Infant Movement Monitor |
| Quantity: | 1 @ \$129.99 |
| Status: | Shipped via: FedEx Ground |
| Tracking Number: | 9261299998160720617417 |
| Track@: | http://www.fedex.com/Tracking? action=track\&language=english\& cntry\%5Fcode=us\&initial=x\& tracknumbers= |
|  | 9261299998160720617417 |
| Subtotal: | \$199.97 |
| Shipping: | \$0.00 |
| Estimated Tax | \$18.00 |


| Layaway | Wish List | Rewards"R"Us Program |
| :--- | :--- | :--- |
| Price Match | Registry Benefits | The "R"Us Credit Card |
| Free Store Pickup / Shipping | Geoffrey's Birthday Club | Gift Cards |

Shop ALL local deals near you.Get mobile alerts on deals \& more I Store Locator

PS: This is a notification-only email, please don't respond to it. For answers to most questions about orders, payment, shopping on our website and more, please visit the online Help section of our website at hup://www toysrus.com/help.

## Hassle-Free Retums

Returning your online purchase is easy and convenient! Simply bring your purchased item(s) along with your packing slip to any Toys "R" Us or Babies "R" Us store vithin 90 days of purchase. Or, use the instructions found on your packing slip and make your return via the mail to our Online Return Center.
(Some restrictions apply) Click here to learn more.
Quantities limited; no rain checks. Prices, offers and exclusions may vary online; at Toys"R"Us Times Square Toys"R"Us Express and Outlet stores; and at stores located in Puerto Rico. Sale prices are effective online beginning at 9:00am Eastern on first day of sale. Valid contiguous US, Alaska and Hawaii. Puerto Rico stores, if the items advertised herein are available, will honor the discounts; not valid at Puerto Rico Toys"R"Us Express and Outlet stores. Discounts and Promotions: The refund value for each item returned will be reduced to reflect the value of a free item or discount. See a Team Member or visit our website for additional details.

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[^0]:    Important Notice
    Information on Pay Over Time Features
    You may have access to one or more Pay Over Time Features as part of your Card account. The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features. (v) indicates variable rate.

    For Sign \& Travel - POS, the APR is $\mathbf{1 8 . 2 4 \%}$ (v).
    For Select \& Pay Later, the APR is $18.24 \%$ (v).

