

# **EXHIBIT 11**

From: John Duncan [REDACTED]  
Subject: Re: Hole Sponsor Sign  
Date: May 25, 2016 at 4:36 PM  
To: Charley Sexton [REDACTED]



Great! Here are the sponsors:

DeRoyal Industries  
Jan & Randy Greaves  
Gulf & Ohio Railways  
Colonial Freight System  
The Sharp Companies  
Denark Construction  
Jewelry Television  
Matlock Tire Companies  
First Commercial Real Estate  
Graham Corporation  
NISUS  
Jack Amyx  
Cannon & Cannon, Inc.  
S.G. Walker  
Buddy's Bar-B-Q  
James A. Haslam II  
Mayor Tony Aikens  
Realty Executives  
Blalock Companies  
Dr. Leonard Brown  
Stowers Machinery

Sent from my iPhone

On May 25, 2016, at 4:05 PM, Charley Sexton <[REDACTED]> wrote:

Sure. I think we can do that. Can you send me the list of hole sponsors today?

Charley

On 5/25/16, 4:03 PM, "John Duncan" <[REDACTED]> wrote:

It's probably too late to do this but last time we had a sign that listed all of the hole sponsors. I think you probably designed it.

Do you think it would be possible to get one printed by Friday morning?

# **EXHIBIT 12**

From: John Duncan [REDACTED]  
Subject: Re: Radio ads  
Date: October 19, 2016 at 3:12 PM  
To: Charley Sexton [REDACTED]



This looks good. Will you need the check by noon tomorrow?

On Oct 19, 2016, at 2:47 PM, Charley Sexton <[REDACTED]> wrote:

Hi John:

Attached is a PDF of the media buy for Hallerin, Phil and Jack Ryan's shows. The run is for 3 spots per day Monday-Friday for each show.

We need to book these by noon tomorrow to start running them Monday.

If you like the look of the schedule, please have the campaign a check to us for the total amount so we can pre-pay the stations.

I'll call you to discuss.

Thanks!

Charley

On Oct 19, 2016, at 9:54 AM, John Duncan <[REDACTED]> wrote:

Thanks. That one would be great. He said he'd probably want to do \$1,500 each w HHH and Phil and then do \$1,000 w Jack.

Sent from my iPhone

On Oct 19, 2016, at 9:46 AM, Charley Sexton <[REDACTED]> wrote:

Hi John:

I placed the ads we produced two years ago in this Dropbox folder:

<https://www.dropbox.com/sh/wf896cv28vjvp35/AADVKvuTgXWN3tCazSFnTjvVa?dl=0>

The one labeled "General Election 30.wav" may work. The others have your dad saying the dates of last election's early voting and election day. So we would need to edit out that part or record a new ending.

Take a listen and let me know what you think.

We will begin working on the ad buy. I will send that for you to take a look at as soon as it is ready.

Thanks!

Charley

On Oct 19, 2016, at 9:34 AM, John Duncan <[REDACTED]> wrote:

Charley.

My Dad decided yesterday that he would like to do some very limited radio advertising. He was wondering if we could use any of the ads than ran two years ago instead of going and cutting a new one. Do you still have those?

He said he only wants to spend around \$4,000 and would just want them to run on Hallerin Hill and Phil Williams shows plus a few with Jack Ryan.

Let me know if this could work.

John

<Duncan Ad Buy 2016 - General.pdf>





# **EXHIBIT 13**

**CENTER PARK SQUARE  
111 CENTER PARK DRIVE  
KNOXVILLE, TN 37922**

**OFFICE LEASE**

**THIS LEASE** made and entered into as of this 13<sup>th</sup> of July 2013, by and between Keenland Heights, L.L.C., hereinafter referred to as "Landlord", and Duncan for Congress, hereinafter referred to as "Tenant".

**WITNESSETH, THAT:**

**1.00 PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a suite of offices consisting of Suite 1200, hereinafter referred to as "Premises," in the Center Park Square, which property is hereinafter referred to as "The Building".

**2.00 TERM:** The term of this Lease shall commence on August 1, 2013 and shall terminate twelve months (12) from the Commencement Date; which shall be July 31, 2014.

**3.00 RENT:**

**3.01** For and during the term of this Lease, Tenant shall pay base annual rent to Landlord at the address set forth herein, or to such other person or such other place as directed from time-to-time by notice to Tenant, without demand, deduction or offset. Base rent shall be paid in advance in equal monthly installments on the first day of each month, as follows:

- (a) For the period from August 1, 2013 through July 31, 2014, the annual base rental shall be \$7,200.00 payable in equal monthly installments of \$600.00 each beginning on August 1, 2013. Tenant shall deposit \$600.00 as payment for August 2013 at the time of full execution of this Lease.

**3.02** For the fiscal year 1/13 through 12/13 and for each fiscal year thereafter, Tenant shall pay to Landlord as additional rent, without deduction or offset, Tenant's pro rata share of any increases in the operating expenses of The Building over \$4.50/sq.ft. The total leasable square feet in The Building is 18,588, and the Tenant's pro rata share is agreed to be 5.08%.

(a) Operating expenses include all amounts incurred in the operation, repair and maintenance of The Building, including, without limitation, cost of repairs and general maintenance; salaries, wages and fringe benefits of employees engaged in the operation and maintenance of The Building, including payroll taxes, Social Security taxes, workmen's compensation insurance, and any other taxes which may be levied on such wages and salaries; utilities, including electricity, gas, water, sewer, and utility taxes; insurance premiums; landscaping; parking lot repair, patching, sweeping, striping and paving; building and cleaning supplies; management fees; service contract with independent contractors; telephone and telegraph; advertising; all taxes and assessments (excluding income taxes) and governmental charges levied on or charges against the real estate and any other taxes and assessments attributable to The Building or its operation, and all other expenses in connection with the operation of The Building.

**3.03** Tenant shall pay additional rent within thirty (30) days following notice thereof by Landlord. All cost and expenses which the Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed Additional Rent and, in the event of non-payment thereof, Landlord shall have all the rights and remedies herein provided for in the case of non-payment of rent.

**3.04** If Tenant fails to pay by the tenth of any month, any sum payable hereunder, a late fee of ten dollars per day may be added to said payments within the discretion of Landlord, together with a late charge of one hundred dollars (\$100.00) per each occurrence so overdue to cover the extra expense involved in handling such delinquency (not as a penalty) shall be paid by Tenant to Landlord at the time of payment of the delinquent sum. Further, acceptance of any partial payment toward rent and additional charges is merely a partial payment on account and such acceptance does not constitute an accord and satisfaction or a waiver by the Landlord to collect the balance due. Further, acceptance of any overdue amount absent the late fee shall not be or be deemed to be a waiver of the right to demand and receive the stated late fee. Nothing in this paragraph shall be deemed to create any grace period for payment of amounts set out herein nor a waiver of Landlord's right to declare a default if any payment is not received when due. In the event payment is not tendered within five days after notice is given that rent is late, the Landlord may, at their option, declare this Lease to be in default.

3.05 If any check tendered by or on behalf of Tenant in payment of any sum due under this Lease is dishonored and returned to Landlord for any reason whatsoever, Tenant shall be charged as Additional Rent the sum of One Hundred Twenty Five Dollars (\$125.00) per check. Tenant shall promptly replace any such check with a check, which is the direct obligation of a bank representing immediately available funds. If not paid by Tenant within ten (10) days after notification to Tenant of the dishonored check, said One Hundred Twenty Five Dollar (\$125.00) charge shall be subject to late charges. In the event two (2) or more checks tendered by or on behalf of Tenant are dishonored and returned for any reason whatsoever during any twelve (12) month period, all future payments by Tenant shall be made with checks that are the direct obligation of a bank representing immediately available funds.

#### **4.0 SECURITY DEPOSIT:**

**INTENTIONALLY OMITTED**

#### **5.00 CONSTRUCTION AND ACCEPTANCE OF PREMISES:**

5.01 Landlord shall, at its own cost and expense, make only the alterations and improvements, if any, set forth on Exhibit "A" attached hereto and made a part hereof.

5.02 Landlord shall not be subject to any liability if Landlord shall be unable to give possession of the Premises on the commencement date of the term hereof because the alterations and improvements set forth on Exhibit "A" have not been substantially completed due to the holding over or retention of possession by any tenant or occupant, or for any reason beyond Landlord's immediate control. Under such circumstances the rent payable hereunder shall not commence until such time as the alterations and improvements set forth on Exhibit "A" attached hereto are completed. Any delay in possession hereof shall in no way affect the validity of this Lease or the obligations of Tenant hereunder, or be construed to extend the term of this Lease.

5.03 By its occupancy of the Premises, Tenant acknowledges that it has examined the Premises and agrees that the same are in good, clean and acceptable condition and repair, and all alterations and improvements, if any, required to be made by Landlord have been substantially completed.

#### **6.00 SERVICES TO BE FURNISHED BY LANDLORD:**

6.01 Landlord shall provide the following services:

- (a) Air conditioning at a temperature of approximately 72 degrees Fahrenheit at 50 % relative humidity during summer operations and at a temperature of approximately 68 degrees Fahrenheit during the winter operations.
- (b) Electric current for small desk top office machines, illumination and general lighting purposes.
- (c) Hot and cold water for lavatory and toilet purposes.
- (d) Grounds care including the sweeping of walks and parking areas and the maintenance of landscaping in an attractive manner

6.02 Landlord shall not be liable for any temporary interruption of services, nor for damage by reason thereof, nor shall Tenant be entitled to any abatement or reduction of rent nor entitled to claim a constructive eviction by reason thereof. Landlord shall, however, exercise due diligence to restore any such interrupted service after Tenant notifies it of such interruption.

6.03 Landlord shall, at its expense, make all necessary repairs and replacements, excepting those necessitated by the actions of Tenant, or of Tenant's employees and invitees to the exterior of building; air conditioning equipment; and plumbing. Landlord reserves the right, at any time, without abatement of rent, to enter and inspect, run wires, tubes and other conduits through, and make repairs, alterations, and additions to the Premises, as may be deemed necessary by Landlord for the safety, preservation, or restoration of The Building or for the safety or convenience of other tenants thereof. Such repairs, alterations, or additions shall be made in such a way as to not substantially interfere with Tenant's use of the space. Landlord shall in no event be liable for any damage(s) or claims therefor whatsoever to person or

property because of the making of or failure to make the above repairs but shall only be responsible for the actual cost of such repairs as it has hereby agreed to make necessitated by the actions of Tenant, or of Tenant's employees and invitees.

#### **7.00 CARE AND USE OF PREMISES:**

**7.01** Tenant shall keep and maintain the Premises in good order and condition, and surrender it upon termination of this Lease in as good condition as received, ordinary wear and tear excepted.

**7.02** The Premises may only be used as a business office and the Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy issued for The Building of which the Premises forms a part. The statement in this Lease of the nature of the business to be conducted by the Tenant in the Premises does not constitute a representation or guaranty by the Landlord that such business may be conducted in the Premises, or is lawful or permissible under the certificate of occupancy issued for The Building, or is otherwise permitted by law.

**7.03** The Tenant shall comply with all laws and regulations of the federal, state, county, and municipal authorities applicable to the business to be conducted by the Tenant in the Premises.

**7.04** The Tenant shall conduct its business in such a manner, both as regards noise and other nuisance, as will not interfere with, annoy, or disturb any other Tenant in the conduct of its business, or the Landlord in the management of The Building.

**7.05** The Tenant shall not keep within the Premises any article of dangerous, inflammable, or explosive character which increases the danger of fire upon the Premises, or which would be deemed "hazardous" or "extrahazardous" by any responsible insurance company.

**7.06** The sidewalks, entrances, vestibules, corridors, and halls shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises.

**7.07** All plate and other glass used in the interior or exterior and on the doors of the Premises is at Tenant's risk, and, if broken, shall be replaced by Tenant at Tenant's expense. Tenant shall use electrical outlets for appliances and lamps only, and shall not connect any lamp(s), appliance(s), or other device(s) to such outlet in excess of 3 amps on the aggregate per such outlet. Telephone wiring and telephone arrangements, signal, and intercom systems shall be Tenant's responsibility and at Tenant's cost. Any special electrical requirements to provide for Tenant equipment or Tenant's use shall be the sole responsibility of Tenant.

**7.08** Landlord reserves the right to promulgate reasonable rules and regulations governing the use of parking areas, common areas, accommodation areas, and The Building for the best interest of the Tenants of The Building, which rules and regulations shall be binding upon Tenant upon the delivery of a copy thereof to Tenant, and Landlord may amend and change said rules and regulations from time-to-time, likewise effective upon delivery of copy thereof to Tenant.

**7.09** Tenant acknowledges that this is a "No Smoking" Building and that any smoking within the leased premises or the interior common areas of the Building shall constitute a default under the Lease, and Landlord shall have the right to terminate the Lease immediately.

**7.10** The Tenant shall not keep within the Premises any animals. If any animals are brought into the Premises, the Landlord shall have the right to terminate the Lease immediately.

**8.00 PARKING:** Tenant, Tenant's employees and invitees shall have the non-exclusive right to the use of the parking area adjacent to The Building. Landlord reserves the right to designate certain parking spaces as reserved spaces as long as six or more spaces remain not designated as reserved, on the south side of the building, for this tenant's use and (unless such spaces are reserved for Tenant) Tenant agrees not to use any such spaces. Landlord may tow or remove, at Tenant's cost, any vehicles belonging to Tenant, its employees, agents or invitees, which may be parked in an unauthorized manner or space. No charge as Landlord may see fit to make to govern the unauthorized use of parking areas by persons for purposes other than that confined solely to The Building business, provided, however, that such

charges, if any shall be determined by Landlord from time-to-time in good faith, and for the purpose of discouraging the misuse of such parking area. All parking shall be subject to rearrangement under rules and regulations of Landlord.

**9.00 HOLD HARMLESS:** Tenant agrees that in any property or assets brought into the leased premises of the Tenant by the Tenant, Tenant's employees and invitees shall be at the sole risk and hazard of the Tenant, or those claiming by, through or under it, and Landlord shall not be liable for any damage thereto from any cause whatever, and Tenant shall and hereby covenants and agrees that it will at all times during the term of this Lease indemnify, protect, defend and save harmless Landlord from and against any and all claims, costs, charges, liabilities or attorneys' fees arising from damage or injury, actual or claimed, of whatsoever kind or character and howsoever caused or originated, to property or persons, occurring in, on or about the Premises related to the Tenant's assets.

**10.00 DESTRUCTION BY FIRE OR OTHER CASUALTY:** If during the term of this Lease the Premises are damaged by fire or other casualty, not occurring through the actions of Tenant, or the invitees, agents, servants, or employees of Tenant, and as a result thereof the Premises are rendered wholly unfit for occupancy, and if the same cannot be repaired within one hundred twenty (120) days after such damage, this Lease shall terminate as of the date of such damage and immediately surrender the term and the Premises to Landlord, and thereupon Landlord may enter upon and repossess same; if such damage can be repaired within the aforesaid period of one hundred twenty (120) days after occurrence, Landlord may enter upon and repair same without affecting this Lease, but the rent hereunder shall be apportioned or entirely suspended as shall be equitable and right while such repairs are being effected; if said Premises be so slightly damaged by such fire or other casualty as not to be unfit for occupancy, Landlord shall repair same with reasonable promptness and the payment of rent shall not be affected thereby. In case of such occurrence, whether this Lease is thereby terminated or not, Tenant shall remove all of the rubbish and debris of Tenant's property at Tenant's cost and within five (5) days after written request by Landlord, and, if this Lease is not thereby terminated, Tenant shall not do anything to hinder or delay Landlord's work or repair, and will cooperate with Landlord in such work. Landlord shall not be liable for inconvenience to Tenant by making repairs to any part of the Premises of The Building nor for the restoration of any improvements made by Tenant nor for the restoration of any property of Tenant.

**11.00 DEFAULT AND TERMINATION:** All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed herein or by law.

**11.01** If Tenant defaults in the payment of rent as and when the same becomes due, then and in any such event, Landlord may at any time thereafter during the continuance of such default, without demand or notice, if Landlord so elects but not otherwise, either terminate this Lease and Tenant's right to possession of the Premises or, without terminating this Lease, terminate Tenant's right to possession of the premises. In the event that Landlord shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether such employment shall require institution of suit or other legal services deemed necessary to secure compliance on the part of Tenant, Tenant shall be responsible for and shall promptly pay to Landlord said attorneys' fees and any other expenses incurred by Landlord as a result of such default. These provisions shall survive the termination of this Lease.

**11.02** If Tenant abandons the Premises or otherwise defaults in the prompt and full performance of any other obligation contained in this Lease or any rules and regulations established by Landlord and if such default is not remedied or prompt and full performance is not accomplished by Tenant or Tenant has not promptly instituted and is vigorously pursuing such remedies as are necessary to remedy such default within ten (10) days after notice by Landlord, then and in any such event, Landlord may, at any time thereafter during the continuance of such default, if Landlord so elects but not otherwise, terminate this Lease and Tenant's right to possession of the Premises or, without terminating this Lease, terminate Tenant's right to possession of the Premises.

**11.03** Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law, and to repossess the premises and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove any and all property therefrom using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rental or any other right given to Landlord hereunder or by operation of law.



**11.04** If as a result of Tenant's default, Landlord elects to terminate Tenant's right to possession only, without terminating the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided herein without such entry and possession terminating the Lease or releasing Tenant, in whole or part, from Tenant's obligation to pay the rental hereunder for the full term. Upon and after entry into possession without termination of the Lease, Landlord may, but need not, relet the Premises or any part hereof, for any use, and upon such terms as Landlord, in Landlord's sole discretion, shall determine. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the full amount of the rental and additional rental reserved in this Lease, then Tenant shall pay to Landlord the amount of any deficiency upon demand. If the consideration so collected is in excess of the rental and other amounts due hereunder, Tenant shall not be entitled to any excess.

**11.05** Any and all of Tenant's property which may be removed from the Premises by Landlord pursuant to the provisions of this Lease or of law, may be handled, removed and stored by Landlord at the risk, cost and expense of Tenant. Tenant shall pay to Landlord, upon demand, any and all storage charges for storage of such property so long as the same shall be in Landlord's control. Any such property of Tenant not removed from the premises or retaken from storage by Tenant on or before the date upon which Tenant's right to possession has terminated, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant, and shall become the sole and absolute property of Landlord.

**11.06** If Tenant is adjudicated to be a bankrupt or is found to be insolvent in any court of record, or if a receiver or trustee for the benefit of its creditors is appointed, then Landlord, at Landlord's sole option, may terminate this Lease without notice and shall be entitled to damages as provided by law or by the terms hereof. Neither this lease nor any interest herein, nor any estate hereby created in favor of Tenant shall pass by operation of law under any State or Federal insolvency or bankruptcy act, to any trustee, receiver or any other person whomsoever without the express written consent of Landlord. Any violation of this provision shall constitute a breach of this lease.

**11.07** If Tenant should default under the terms of this Lease, and if such default is not cured in accordance with the terms hereof, Landlord shall be entitled to recover from Tenant interest at the highest rate allowed by law on any amounts due to Landlord and all reasonable costs, charges, expenses and attorneys' fees incurred in connection therewith and in connection with Landlord's remedies undertaken on account of such default, whether or not suit be brought to enforce or collect same.

## **12.0 CONDEMNATION:**

**12.01** If The Building or any portion thereof which includes a substantial part of the Premises or which prevents the economical operation of The Building shall be taken or condemned by an competent authority for any public or quasi-public use or purpose, the term of this Lease, and the term and estate hereby granted shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the condemnation award. Tenant shall have no right to share in such award, provided, however, if Landlord elects to make comparable space available to Tenant under the same rent and terms as herein provided, Tenant shall accept such space and this Lease shall then apply to such space. If the Lease is terminating, current rent shall be apportioned as of the date of such termination.

**12.02** If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of The Building or the land under it which does not include a substantial part of the Premises and which does not prevent the economical operation of The Building, or if the grade of any street or alley adjacent to The Building is changed by any competent authority and such partial taking or change of grade makes it necessary or desirable to remodel The Building, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the partial condemnation or the change of grade.

## **13.0 TENANT'S ALTERATIONS AND/OR IMPROVEMENTS:**

**13.01** The Tenant shall not make or provide any alterations and improvements other than as may be set forth on separate Exhibit attached hereto. In no event shall Tenant make any alterations and/or improvements without the prior written consent of the Landlord of plans and specifications of such alterations and/or improvements

submitted to Landlord by Tenant, and without the written consent of Landlord of the licensed contractor or contractors to be engaged by Tenant to perform the work.

**13.02** With Landlord's prior written consent and subject to such reasonable regulations as Landlord shall impose, Tenant may enter the Premises prior to the commencement of the term of this Lease during normal working hours for the purpose of performing leasehold improvement work other than the work herein agreed to be performed by Landlord. All such work shall be performed in such manner and at such times so as to cause no delay in the work being performed by Landlord. Tenant shall reimburse Landlord and Landlord's contractors for all costs or expenses that may incur in connection with Tenant's work.

**13.03** Tenant, after completion of the alterations and/or improvements indicated on the separate Exhibit, if any, shall not make any further alterations, improvements or changes in the Premises without the prior written consent of the Landlord.

**13.04** Any changes, alterations or improvements made by Tenant as provided for in this Paragraph shall be made subject to the following conditions:

- (a) No changes or alteration shall at any time be made which shall impair the structural soundness or diminish the value of The Building or the Premises.
- (b) No Change or alteration shall be undertaken until the Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.
- (c) All work done in connection with any change or alteration shall be done in good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal governments, and the appropriate departments, commissions, boards and officers thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions, and the Tenant shall procure certificates of occupancy and other certificates if required by law.
- (d) At all times, when any change or alteration is in progress, there shall be maintained at the Tenant's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of the Tenant and the Landlord expressly covering the additional hazards due to the change or alteration.

**13.05** All alterations, additions or improvements, including, without limitation, light fixtures, paneling, and built-in cabinets, at any time placed upon the premises by Landlord or Tenant, are and shall be deemed to become part of the realty and the sole and absolute property of Landlord and at the end or other termination of this Lease shall be surrendered to Landlord. Notwithstanding the foregoing, any trade fixtures, machinery and equipment, movable partitions, furniture and furnishings installed by Tenant shall remain the property of Tenant, and Tenant shall, if not in default hereunder, be entitled to remove the same or any part thereof to the extent the same may be removed without damaging the Premises or with Tenant repairing any damage to the Premises occurring incident to such removal during the term hereof or upon termination for any reason. Any such fixtures, machinery and equipment, movable partitions, furniture or furnishings not removed at the date of termination, shall be deemed abandoned by Tenant and shall become the sole and absolute property of Landlord. In all events, Tenants shall be liable for any damage to the Premises resulting from removal of any property belonging to Tenant, including, without limitation, the cost of removing it.

**13.06** If any lien shall be filed against the Premises of The Building, then the Tenant shall cause the same to be discharged or transferred to bond in a manner as provided by law within ten (10) days after the filing of the lien by the lienor upon the public records. Failure to do so shall constitute default hereunder. The Tenant agrees to indemnify and save harmless the Landlord from any and all expenses expenditures or otherwise, including attorney's fees, for breach of this provision.



## 14.00 MISCELLANEOUS

14.01 This Lease shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the Parties.

14.02 Whenever the word "Landlord" is used herein it shall be construed to include the successors and assigns of the Landlord; and the word "Tenant" shall include the successors and assigns of the Tenant, and the words Landlord and Tenant shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Lease, provided, however, in the event of any sale of The Building by Landlord, Landlord shall be relieved of any liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, and the purchaser shall be deemed, without any further agreement between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under the Lease.

14.03 Tenant for itself and its successors, assignees and subleases agrees that it will not assign, sublease, mortgage, pledge or otherwise transfer or encumber this Lease or any interest therein, or sublet the whole or any part of the Premises without obtaining on each occasion the written consent of the Landlord. Such consent may be conditioned on the agreement of any transferee to be bound by the provisions of this lease. Neither assignment, sublease, mortgage, pledge or other transfer or encumbrance with Landlord's consent, nor any amendment or modification of this Lease after such transfer, shall release Tenant or any successor, assign or person holding under Tenant from any of its obligations under this Lease, including the obligation to obtain consents.

(a) If the Tenant retains possession of the Premises or any part thereof after the termination or expiration of the term or any extension thereof, by lapse of time or otherwise, Tenant shall pay Landlord rent at double the rate payable for the year immediately preceding said holdover, computed on a per-month basis, for the time Tenant thus remains in possession. The provisions of this Section do not waive Landlord's right of re-entry or any other right hereunder. Any retention of possession of the Premises after the termination or expiration of the term or any extension thereof, shall not be considered as a tenancy of any kind unless otherwise agreed to by both parties.

14.04 Tenant shall, without charge at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered:

(a) That this Lease is unmodified and in full force and effect (or, if there has been modification), that the same is in full force and effects as modified and stating the modifications.

(b) Whether or not there are then existing any set-off or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Landlord to be performed or complied with (and, if so, specifying the same); and

(c) The dates if any to which the rental(s) and other charges hereunder have been paid in advance.

14.05 This Lease may be amended or modified by agreement of the parties. No amendment or modification of this Lease shall be effective unless evidenced by an agreement in writing signed by Landlord and Tenant.

14.06 Except as provided otherwise in this Lease, Landlord shall be excused from performing any obligation under this Lease, and any delay in the performance of any of Landlord's obligations under this Lease shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, acts of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause whether similar or dissimilar to the foregoing, not within the control of such Landlord.

14.07 Every notice required or agreed to be given hereunder shall be in writing and shall be deemed duly served for all purposes if given by personal service upon Landlord, or upon Tenant, or by mailing a copy thereof by certified mail, return receipt requested, postage paid, addressed to Landlord at the place where rent is payable, as designated on page of this lease or at such other place(s) as Landlord may designate in writing from time-to-time, and to Tenant by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises.

**14.08** This Lease shall be subject and subordinate to any mortgage or deed of trust that Landlord may hereafter at any time elect to place on The building and the Premises, and to all advances already made or that may be hereafter made on account of any such mortgage or deed of trust, to the full extent of the principal sums secured thereby and interest thereon. Tenant shall, on request by Landlord, execute any documents that may be required to subordinate this Lease or Tenant's interest in this Lease to any mortgage or deed of trust which Landlord may elect to place on the Premises. If Tenant fails to execute said documents within five (5) days after notice thereon, then Landlord is hereby irrevocably appointed as Tenant's attorney in fact for the purpose of executing such documents in the name of Tenant and as the act and deed of Tenant.

**14.09** Tenant shall not do any act or thing to cause a disturbance or interfere with the other Tenants, or affect the Landlord in its operation and maintenance of The Building.

**14.10** No sign, pictures or advertisement or notice shall be displaced, described, painted or affixed on any part of the outside or inside of the Premises or The Building, or parking areas in and about The Building, including the glass of doors, or on the directory board of The Building unless the color, size, style and material shall be first consented to in writing by Landlord. Tenant may at its own expense, and subject to the approval of Landlord, provide a "Directory Strip" to be placed in the outdoor directory upon which the Premises is located; and a modest door sign, which conforms in size, color and style to the other door signs on the same floor as the Premises. No "For Rent" signs shall be displaced by Tenant and no showcases or obstructions, signs, flags, statuary or any advertising devices whatever shall be placed in front of The Building or in the passageways, halls, lobbies or corridors by Tenant, and Landlord reserves the right to remove all said showcases, obstructions, signs, flags, statuary, advertising devices and all signs other than those provided for, without notice to Tenant and at Tenant's expense.

**14.11** Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

**14.12** The Landlord reserves the following rights: (a) to change the name or street address of the Premises and The Building without notice or liability of the Landlord to the Tenant; (b) during the last ninety (90) days of the term or any part thereof, if during or prior to that time the Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy; (c) constantly to have pass keys to the Premises; (d) to grant to any one the exclusive right to conduct any particular business or undertaking in The Building; (e) to enter the Premises at all reasonable hours for inspections, repairs, alterations, or additions to the Premises or The Building; (f) to exhibit the Premises to others; (g) to display "For Rent" signs; and (h) to enter for any purpose whatsoever related to the safety, protection, preservation or improvement of the Premises or The Building or the Landlord's interest, without being deemed guilty of any eviction or disturbance of the Tenant's use and possession and without being liable in any manner to the Tenant.

**14.13** No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the Lease or a surrender of the Premises.

**14.14** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreement or understanding pertaining to any such matter shall be effective for any purposes.

**14.15** Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

14.16 Tenant agrees that at the sole discretion of Landlord for the benefit of the management, maintenance and operation of The Building and Premises and services rendered, rules and regulations will be established by the Landlord and the Tenant covenants to abide by all such rules and regulations that shall be now or hereafter in effect from time to time during the term hereof. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or terms, covenants or conditions in any other lease, as against any other Tenant and Landlord shall not be liable to Tenant for violation of the same by any other Tenant, its servants, employees, agents, visitors or licensees.

14.17 If Tenant is composed of more than one person, then all notices given may be given to any one or more of such persons as Landlord may elect; the duties and obligations of Tenant hereunder shall be joint and several; the singular shall be deemed to include the plural and the neuter the masculine or feminine where the context so requires. The headings used in this Lease are for convenience only and do not constitute a part of this Lease and are not to be used to construe this Lease. The entire agreement of the parties and all prior negotiations are merged into and contained in this Lease.

14.18 Tenant shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of (\$1,000,000). Tenant shall deposit said policy (or certificate thereof) with Landlord prior to the date of any use or occupancy of the premises by Tenant. Said policy shall name Landlord and Tenant as insureds and shall bear endorsements to the effect the insurer agrees to notify Landlord not less than 30 days in advance of any modification or cancellation thereof.

14.19 This lease should be governed by the laws of the State of Tennessee and shall be performed in accordance with the rules and regulations of Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Lease, consisting of pages 1 through 9 and Exhibit A the day and year first above written.

WITNESS TO LANDLORD:

.....  
[Redacted Signature]

LANDLORD:

Keenland Heights, L.L.C.

By.....

MAKE RENTAL CHECKS PAYABLE TO:

Keenland Heights, L.L.C.

Address for rent payments and notice:

318 Erin Drive, Suite 11

Knoxville, TN 37919

865-985-0046

WITNESS TO TENANT:

.....  
[Redacted Signature]

TENANT: Duncan for Congress

By [Redacted Signature]

Its Treasurer

Exhibit "A"

- 1. No improvements to be made.

# **EXHIBIT 14**

## OFFICE LEASE

THIS LEASE, made as of the 19<sup>th</sup> day of August 2014 between Sage Investment Company, a Tennessee General Partnership ("Lessor") and Duncan for Congress ("Lessee").

### ARTICLE 1

#### Premises and Term.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain space known as **Suite 102** ("Premises") in the building located at **6906 Kingston Pike** ("Building"), 6906 Kingston Pike, Knoxville, Tennessee 37919 ("Property"), subject to the provisions herein contained.

The original term ("Term") of this Lease shall be for a period of one (1) year from the commencement date of **September 1, 2014** ("Commencement Date"), and rent shall commence on that date. If the commencement date is on a day other than the first day of the month, then the term shall commence on the first day of the month next succeeding. However, the Lessee shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term commences, and thereafter the rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease.

See Exhibit A attached hereto for floor plan layout.

### ARTICLE 2

#### Base Rent.

Lessee shall pay to Lessor monthly Base Rent payable in advance on or before the first (1st) day of each calendar month during the Term, without notice or demand, without right of set off, counterclaim or deduction. The Base Rent shall be payable monthly, and for the agreed base rental (the "Base Rent") as follows:

<u>Term</u>	<u>Annually</u>	<u>Monthly</u>
9/1/14-8/31/15	\$7,200.00	\$600.00

### ARTICLE 3

#### Additional Rent.

In addition to the Rent called for herein, in the event the Operating Expenses (as defined below) for any calendar year during the original term or any holdover or renewal period should exceed **Four Dollars (\$4.00)** per square foot for the rentable area contained in the Building, Lessee agrees to pay Lessor Lessee's Proportionate Share (as defined below) of such excess for the immediately preceding calendar year within thirty (30) days after receipt by Lessee of a statement from Lessor for such excess ("Additional Rent"). If this Lease should commence or terminate on other than the first or last day of a calendar year, Operating Expenses shall be computed on the basis of a full calendar year and appropriately prorated. Notwithstanding any termination of this Lease prior to the end of any calendar year, the Lessee shall remain liable for any Additional Rent applicable to the calendar year when such termination occurs.

For the purposes of this Lease, the following definitions shall apply:

1. "Lessee's Proportionate Share" shall mean the percentage that the rentable area then lease by the Lessee in the Building bears to the total rentable area contained in the Building. For purposes of calculating said additional rental, it is agreed that Lessee occupies approximately **720** square feet out of a total **16,268** net rentable square feet in the entire complex and that the percentage of space occupied by Lessee is **4.43%**.
2. "Operating Expenses" shall mean all expenses, taxes, costs and disbursements of every kind and nature that Lessor shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Building computed on the accrual basis, but shall not include the cost of individual Lessee improvements, leasing commissions, or the replacement of capital investment items and new capital improvements unless such items

and/or improvements result in the operating efficiency of the Building being increased, in which latter event the cost shall be spread the period necessary to recover the cost of such improvements from the increased efficiency. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

- a. All supplies and materials used in operation and/or maintenance of the Building.
  - b. Cost of all utilities, including water, sewer, electricity and gas used by the Building and not charged directly to another Lessee.
  - c. Cost of building management, janitorial services, accounting and legal services, trash and garbage removal, servicing and maintenance of all systems and equipment, including but not limited to plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose cabinets, mail chutes, guard service, painting, window cleaning, landscaping and gardening.
  - d. Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.
  - e. All impositions, taxes, assessments (special or otherwise), water and sewer charges and rents, and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitute therefor.
3. Within ninety (90) days following the end each calendar year during the Term hereof, Lessor shall submit to Lessee a statement showing the amount that should have been paid by Lessee with respect to Operating Expenses for the past calendar year. Within thirty (30) days after receipt by Lessee of said statement, Lessee shall have the right in person to inspect Lessor's books and records, at Lessor's office, during normal business hours, after four (4) days' prior written notice, showing the Operating Expenses for the Building for the calendar year covered by said statement. Lessor agrees to maintain accounting books and records in accordance with generally accepted accounting principles. Said statement shall become final and conclusive between the parties, their successors and assigns as to the matters set forth therein unless Lessor receives written objections with respect thereto within said (30) day period. Any balance shown to be due pursuant to said statement shall be paid by Lessee to Lessor within thirty (30) days following Lessee's receipt thereof. Anything herein to the contrary notwithstanding, Lessee shall not delay or withhold payment of any balance shown to be due pursuant to the statement rendered by Lessor to Lessee, pursuant to the Terms hereof, because of any objection that Lessee may raise with respect thereto, and Lessor shall immediately credit any overpayment found to be owing to Lessee against Lessee's Proportionate Share of Operating Expenses for the then current calendar year (and future calendar years, if necessary) upon the resolution of said objection or, if by reason of any termination of the Lease no such obligation exists, Lessor shall refund any overpayment to Lessee.
  4. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or work done on the Premises by order of the Lessee or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.
  5. If Lessee fails to pay by the first of any month, any sum payable hereunder, a late fee of ten dollars per day may be added to said payments within the discretion of Lessor, together with a late charge of one hundred dollars (\$100.00) per each occurrence so overdue to cover the extra expense involved in handling such delinquency (not as a penalty) shall be paid by Lessee to Lessor at the time of payment of the delinquent sum. Further, acceptance of any partial payment toward rent and additional charges is merely a partial payment on account and such acceptance does not constitute an accord and satisfaction or a waiver by the Lessor to collect the balance due. Further, acceptance of any overdue amount absent the late fee shall not be or be deemed to be a waiver of the right to demand and receive the stated late fee. Nothing in this paragraph shall be deemed to create any grace period for payment of amounts set out herein nor a waiver of Lessor's right to declare a default if any payment is not received when due. In the event payment is not tendered within five days after notice is given that rent is late, the Lessor may, at their option, declare this Lease to be in default.
  6. The phrase "Additional Rent" shall also refer to all other amounts payable by Lessee to Lessor pursuant to this Lease.



#### ARTICLE 4

##### Use of Premises.

The Premises shall be used for general office purposes and for no other purpose. Lessee covenants and agrees not to commit or permit any waste whatsoever on the Premises and to allow no nuisance to exist thereon and in its occupancy and use of the Premises to comply with all the laws and ordinances of the city of Knoxville, Knox County, the State of Tennessee, and constituted authority pursuant thereto. Lessee agrees that to the extent it is responsible for the care and condition of the Premises, it will comply with rules, requirements and regulations of the City of Knoxville, Knox County and the Office of the State Fire Marshal, including but not limited to providing, placement and maintenance of fire extinguishers, use of wiring and wiring devices, and all connections to electrical outlets, the management of trash and other hazardous or flammable materials, the keeping of exits, and the like. Lessee shall not make any use of the Premises which may or does cause an increase in the insurance rate upon the Building and to promptly upon notice cease and desist from any such use in the event of threatened or actual increase in such rate or premium. Except for such cleaning and maintenance as are the responsibility of Lessor, and except for the obligation of the Lessor to keep the Premises in good general repair, Lessee covenants and agrees to keep the Premises in a reasonable, neat, clean and orderly condition, not to mark, deface or damage the walls, floors, ceilings or other interior surfaces or parts of the Premises; to make necessary attachment of items of decoration such as but not limited to wall coverings, curtains, carpeting, pictures, screens, painting and the like, or installation of equipment, furniture or fixtures only in compliance with reasonable standards and methods directed by Lessor and only after notice to, consultation with, and approval of the plans therefore by Lessor, which approval may be withheld if such modifications would be damaging to the Building, would unreasonably increase the expense to Lessor of preparation of the space for future Lessees or would be so out of keeping with the character of the Building as to damage its reputation and value. Further, Lessee agrees not to tamper with or abuse any mechanical equipment including heating and air conditioning controls and equipment and plumbing fixtures and to promptly notify Lessor in the event of any defect or malfunction in the operation of the same.

#### ARTICLE 5

##### Assignment.

Lessee shall not transfer, assign, or sublet the Premises in whole or in part by any means whatsoever, including transfer of the ownership, control or management of the Lessee, without the express written consent of Lessor, which consent, however, shall not be unreasonably withheld. Should any such transfer, assignment or change in the ownership, management or control of Lessee accomplished by decree of court, court sale, sale by receiver or trustee in bankruptcy, mortgage, encumbrance, levy, or otherwise, the withholding of such consent by the Lessor shall in no case be deemed unreasonable. Any assignment or subletting accomplished with the written consent of Lessor shall be only upon the undertaking of the sublessee, assignee or transferee to pay the rent and keep the covenants of this Lease and shall not relieve Lessee herein from liability for the same.

#### ARTICLE 6

##### Use of the Common Area.

Lessee understands that the lawns, walks, plaza and courtyards are designed to provide an attractive appearance to visitors, light, air, sound control, and an aesthetically pleasing view from the suites overlooking the same, and to be reasonably used and enjoyed by Lessee, its employees, guests, customers, clients and invitees in a manner consistent with their design capabilities and intended purpose and subject to the reasonable requirements and limitations of Lessor, the rules and regulations promulgated pursuant to this Lease, and in every case without disturbance or offense to other lessees of the Building. Accordingly, Lessee for itself, its employees, guests, customers, clients and invitees agrees that such common areas will be used with courtesy and consideration for other lessees and fully in accordance with the requirements, limitations, rules and regulations of Lessor.

##### Signs and Markers.

Lessee shall be entitled to be listed on such directory as may be provided by Lessor at the entrance to the Building and on the directory for the Building, such listing shall conform to the

general design of the Building directory, but may include Lessee's business or trademark, logo, or other distinctive device or design, provided the same will fit in the space available otherwise Lessee's listing and provided the same is not, in the opinion of Lessor, incompatible with or in conflict with the otherwise uniform design of such Building directory. Lessor shall design, provide and install a uniform system or suite door markers. Lessee may have its business or trademark, logo, or other distinctive device or design incorporated therein, provided the same is not, in the opinion of Lessor, incompatible with or in conflict with the otherwise uniform design. Lessee shall not otherwise without the written consent of Lessor, place or fix any sign, symbol or marker on or about the Premises or the Building.

Parking.

Lessee is granted the right to the use of a fair and equitable portion of the available parking spaces surrounding the Building for the use of its employees, guests, clients, customers and invitees, subject to such reasonable requirements, rules, and regulations as Lessor may uniformly apply without discrimination as to the use, number, and assign spaces to Lessees and their employees, reserving a reasonable number for visitors and guests and to enforce the use of the same. Lessee agrees to supervise the use of all such parking areas and parking spaces by its employees, guests, customers, clients and invitees in accordance with the rules, regulations and requirements of the Lessor. Lessee understands that it is of paramount importance to Lessor that unauthorized parking and violation of such rules, regulations and requirements be prevented and corrected and accordingly, Lessee for itself, its employees, guests, customers, clients and invitees agrees that Lessor shall have the right to take, move, impound, and tow away automobiles and other vehicles blocking streets and aisles, parked in unauthorized areas, parked in unauthorized spaces or otherwise improperly parked. Lessee appoints Lessor as Lessee's agent so to do and Lessee for itself, its employees, guests, customers, clients and invitees agrees to indemnify and hold harmless Lessor from all claim, loss or liability arising from Lessor's exercise of this power.

**ARTICLE 7**

Obligation of Lessor to Maintain and Repair.

Lessor shall keep and maintain the Premises and the Building, together with all appurtenant areas in which Lessee shall have rights, in good repair and leaseable condition throughout the term of this Lease. If any portion of the Premises shall be in need of repair, Lessor shall promptly repair the same, provided, however, Lessor shall not be obligated to pay for any such repairs rendered necessary by the negligence or willful act of Lessee, its agents, employees, customers, clients and invitees, which repairs shall be at the expense of the Lessee. Lessor shall not be responsible for non-repair until notice in writing of the condition requiring repair is given to Lessor by Lessee and Lessor thereafter given a reasonable length of time in which to make such repairs. Lessee understands and agrees that all parts of the Premises specifically including but not limited to floor coverings, wall coverings or coatings, plumbing fixtures except faucet washers, heating equipment except air filters, and lighting fixtures and ceiling tile except fluorescent tubes, are of such design, quality and so installed as to endure for the Lease Term and any extensions and renewals hereof which may be herein provided and Lessee shall not expect or require any interior refurbishing, remodeling, painting or redecorating during the term of this Lease and such extensions or renewals, if any.

Janitor Service.

Lessor shall furnish janitorial service reasonably necessary for Lessee's use and enjoyment of the Premises. The standard of service furnished shall at all times be equal to that prevailing in first-class office buildings in the area in which the Premises are located. A list of those operations and frequencies covered by Lessor's janitorial policy shall be furnished to Lessee from time to time. Lessee understands that janitorial service may be provided by an independent contractor under contract with Lessor, that there will be no resident janitor on the Premises for special and unusual service, and that such service provided by Lessor will not cover or purport to cover the prompt removal of ice, slush or snow from the sidewalks or parking areas.

Services Provided By Lessor.

The Lessor shall provide the following services without cost to the Lessee except as otherwise provided herein with respect to electricity:

1. Except on Saturdays, Sundays, and holidays, Janitorial services and customary cleaning in



and about the Premises;

2. Heat and air conditioning daily whenever same shall be required for the comfortable occupancy of the Premises;
3. Water from City mains drawn through fixtures installed by the Lessor for drinking and toilet purposes as is customary for office use; and
4. Electricity as required for lighting, operation of small office machines, etc. If Lessee should install equipment using large quantities of electricity, Lessor reserves the right to refuse such service or to adjust the Rent and/or Additional Rent in accordance with the estimated increased electrical consumption. The use of portable heaters is expressly prohibited, except in the event of breakdown of the heating system, and then only upon specified approval of Lessor. Lessee will be billed and agrees to pay Lessor's estimated charges for use of portable heaters by Lessee or any person in its employee.

The Lessor does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Lessor to obtain fuel or supplies, or any other cause beyond the reasonable control of the Lessor. Any such interruption of service shall never be deemed as (A) eviction or disturbance of the Lessee's use and possession of the Premises or any part thereof, (B) render the Lessor liable to the Lessee for damages, or (C) relieve the Lessee from performance of the Lessee's obligations under this Lease; provided, however, that Lessor will at all times use reasonable efforts promptly to remedy any situation that might interrupt such services.

#### ARTICLE 8

##### Insurance.

Lessee, at Lessee's sole cost, shall be responsible for obtaining such insurance as it may deem advisable for all of Lessee's personal property, furnishings, fixtures, equipment, inventory and merchandise located in the Premises, and all Lessee improvements and fixtures installed in the Premises.

During the term of this Lease, Lessee at its sole cost, shall carry comprehensive public liability insurance, including property damage, insuring Lessor and Lessee, as their interest may appear, against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than \$1,000,000 Combined Single Limit for both Bodily Injury and/or Property Damage or any higher amount that may be required by Lessor's insurance carrier. Upon request, Lessee will furnish evidence of this insurance to Lessor. Lessee's insurance policies will include a provision that Lessor is to receive at least ten (10) days advance notice of policy cancellation.

Lessor, at Lessor's cost, shall be responsible for obtaining all risk, fire and extended coverage insurance on the Building. Lessor will carry no insurance on the property of Lessee.

##### Waiver of Subrogation.

Lessor and Lessee each hereby release the other to the extent of the applicable insurance coverage from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property of such party cause by fire or any of the extended coverage or supplementary contract casualties actually insured against, event though such fire or other casualties actually insured against shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

##### Indemnity.

Lessee agrees that Lessor shall not be liable for any injuries to Lessee, its agents, officers, servants, employees, guests, or their property caused by any act of negligence of the Lessee, its agents, officers, servants, or employees, occurring on, about, or because of the leased property and Lessee agrees hereby to assume the risk of any such loss and to save Lessor harmless therefrom.

Fire and Casualty Loss.

If the leased Premises are damaged by fire or other casualty, (excluding damage caused by the act or neglect of Lessee except for the extent covered by Lessor's fire and extended coverage insurance) Lessor shall promptly commence to repair and restore the same and have a reasonable length of time within which to do so. To the extent the Premises are rendered partly or wholly unLesseeable in the meantime, Lessee shall be entitled to abatement of a fair and just portion of all of the rent during the period of repair and restoration. If such damage or destruction be total or so extensive that the proceeds of Lessor's fire and extended coverage insurance are insufficient to pay for the same and Lessor is unable or unwilling to make up the difference or if such loss or damage is caused by casualty not insured against, both Lessor and Lessee shall have the right to terminate and cancel this Lease upon written notice to the other. In the event of such termination, rent shall be prorated to the date of loss. This provision contains the sole remedy of Lessee for disruption to its business in the event of such loss. The foregoing to the contrary notwithstanding, if any loss, damage or destruction causes the City of Knoxville or any duly constituted appointed authority to require that restoration and/or repair be of a building or portion of a building substantially different in form, design, construction, arrangement or with more or different parking requirements, Lessor may treat such requirement as being evidence of total destruction and give Lessor alone the right to terminate and cancel this Lease. Any time period within which Lessor shall have to make repair or restoration shall be extended by such time as Lessor shall find necessary to negotiated with its insurance carrier and actually receive the proceeds of the insurance coverage and thereafter to negotiate with the contractor for construction, the measure accordingly being that reasonable period of time within which a contractor at normal prices and not on forced contract shall require to accomplish such repair or restoration. Lessor shall have no obligation to repair or restore modifications, improvements, or items of decoration made by Lessee. Lessee agrees to carry, keep in force, and pay the premium upon, its own policy of fire and extended coverage insurance covering contents including but not limited to furniture, fixtures and equipment.

Condemnation.

If any whole or any part of the Premises, the Building shall be taken for any public or quasi public use under any statute or by any right of condemnation or eminent domain, the Lease Term and all rights of Lessee hereunder shall immediately cease and terminate and Lessee shall have no claim against Lessor for the value of the unexpired term hereof. Lessee shall not be entitled to any part of Lessor's settlement or condemnation award. Nothing herein shall prevent Lessor from negotiating a private sale to a condemning authority under threat of condemnation and such sale shall be deemed to take place under this provision of this Lease. However, this provision of this Lease shall not apply to minor street widening or curb and gutter work or utility easements, or other minor taking that does not substantially interfere with Lessee's use and enjoyment of the Premises in which case there shall be no right to termination by either party. In such event, Lessor shall be entitled to the entire condemnation award. Nothing in this provision shall prevent Lessee from recovering from any condemning authority its individual and separate damages by way of moving expenses and damages for interruption to an necessary relocation of its business; however, Lessee shall have no right to any such damages as constitute a share of or an interest in the entire fee simple ownership to which Lessor would otherwise be entitled.

**ARTICLE 9**

Default.

If Lessee should (1) fail to pay any installment of rent, additional rent or share of operating costs within (5) days after the same becomes due and without necessity for notice that the same is due or (2) be in default of or violate any covenant, agreement, condition, or undertaking contained in this Lease and not cure the same within thirty (30) days after notice hereof, or (3) abandon the Premises, or (4) if proceedings in bankruptcy under any chapter whatever be filed by or against Lessee, receiver be appointed for Lessee or its business or assets, or trustee be appointed for Lessee under any plan or reorganization filed in bankruptcy in any court in the United States, then Lessor shall be entitled immediately to terminate this Lease by written notice addressed to Lessee and Lessor may thereafter reenter the Premises with or without process of law take possession thereof expelling Lessee and all other persons occupying the Premises without prejudice to any right or remedy of Lessor for recovery of rent or action or remedy for breach of covenant. Lessor shall have a lien upon all fixtures and other property of Lessee found in the Premises to secure the payment of rent, damages, attorney's fees, and costs. Lessor may enter such Premises by force and take, remove, store and otherwise proceed against such property using only such care as may be required of a bailer, consignor, or other person to whom Lessee may in turn be liable. Lessor

shall have the right to relet the Premises for the remainder of the term at the best rate obtainable for the account of Lessee, who shall remain liable for any deficiency, plus the additional costs of reletting and damages and attorney's fees as herein provided. In the event of Lessee's failure to pay any amount to any third person in accordance with or as required by this Lease, Lessor may do so without effect in the event of default, have and recover upon demand of Lessee like amount with interest from the date of advance at the maximum legal contract rate of interest then in effect, failure of Lessee in the payment of which shall itself constitute an event of default.

#### Remedies.

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to the Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or in acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed or held to be a waiver of any other breach no waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. Neither the rights herein given to receive, collect, sue for, or distrain for any rent or rents or to enforce the terms, provisions, and conditions of this Lease or to prevent the breach of nonobservance thereof or the exercise of any such right or of any way affect, impair, or toll the right or power of Lessor to declare the term herein granted ended and to terminate this Lease as otherwise herein provided.

#### Possession.

At the expiration of the term or any extension thereof or upon the expiration of tenancy for any cause or upon rightful cancellation or termination by Lessor, Lessee will peaceably and quietly yield up and surrender the Premises to Lessor in as good and Lesseeable condition as the same were at the beginning of Lessee's occupancy, reasonable wear and tear, any condition that Lessor is obligated hereunder to repair or correct, and which has not been caused by Lessee, excepted.

#### Holdover.

If Lessee shall continue to occupy and remain in the Premises at the expiration of the Term, and prior thereto a renewal thereof has not been negotiated, then it is agreed between the parties that in such event such possession by Lessee shall be considered as a month-to-month tenancy and subject to the same covenants and conditions as originally written herein, except that the monthly Rent during such hold over period shall be one hundred fifty percent (150%) of the Rent for the last month of the Term of this Lease. No extension of this Lease, other than for month to month, shall be valid unless expressly stipulated in writing by Lessor. If the Lessee shall hold the Premises or refuse to give possession thereof after the termination of this Lease by lapse of time or otherwise, and after having receive thirty (30) days notice to vacate, then Lessee agrees to pay, in addition to Rent, all damages, consequential as well as direct, sustained by Lessor by reason of the Lessee's retention of possession.

#### Lessee's Rights of Removal.

At the end of term or upon termination of this Lease, Lessee shall have the right to remove all of its personal property, including but not limited to, furniture, business equipment, professional furniture, equipment, trade fixtures, and any other items which have not become a fixture to the real property, provided the Premises are otherwise left in neat, clean and safe condition, free of damage.

### **ARTICLE 10**

#### Mechanics' Lien.

Lessee shall have no power, authority or right hereunder to incur or create any obligation with respect to the Premises which shall create or constitute a mechanics' or material men's lien against the right, title, or interest of Lessor. Notice is hereby given to all persons furnishing labor or materials for any construction, repair, or improvement on the Premises for the account of lessor under contract with Lessee that any liens therefore shall attach only to the leasehold interest of Lessee and be subject and subordinate to all of the rights of the Lessor under this Lease.

Attorneys' Fee.

Lessor and Lessee both agree each to pay the reasonable attorneys' fees of the other and all costs should it become necessary for the other to employ an attorney to enforce any right given upon default by the other of any term, condition, or obligation of this Lease and, in the case of the Lessor, to collect any of the rents or costs agreed upon to be paid or to obtain possession of the Premises; provided, however, that obligation for such fees and costs shall depend upon the party incurring or employing the same being successful in the enforcement or collection effort undertaken therefore and further provided that there shall be no obligation for attorneys' fees and costs incurred until after a reasonable period for good faith negotiations nor for the cost of legal counsel during such period of negotiations.

Subordination.

This Lease shall be subordinate to any mortgage now or hereafter placed upon the Property of which the Premises are a part and to any and all renewals, replacements and extensions of the same and Lessee shall upon request of Lessor execute promptly any instrument which may be necessary in the opinion of Lessor or Lessor's lender to evidence such subordination to the lien of any present or future mortgage or mortgages upon the Property, provided that the holder of any such mortgage shall enter into written agreement with Lessee to the effect that in the event of foreclosure or conveyance in lieu of foreclosure, the rights of Lessee hereunder shall not be disturbed so long as Lessee shall not be in default hereunder, shall attorn to the mortgagee of the purchaser under foreclosure, or conveyance in lieu thereof, and shall observe and perform all of the terms and conditions of this Lease. The word "mortgage" as used herein shall include deeds of trust or other instruments of similar import and effect.

Force Majeure.

In the event Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, labor disputes, inability to obtain labor or materials, failure of power or other utilities, governmental laws, restrictions, regulations, or controls, war, riot, civil commotion, insurrection, armed conflict, act of God, casualty or other condition or event beyond the reasonable control of the party obligated to perform, then such delay or failure shall not be a breach of this Lease, but with relief only to the extent occasioned by such event; however, this provision shall not apply to or extend the time for the payment by Lessee of any rent, cost or charges required to be paid under this Lease and provided further that the party seeking the benefit of this provision shall in any event be obligated to remedy a failure to perform caused by force majeure in a diligent manner of this provision shall be of no avail.

Estoppel Certificate.

Lessee agrees at any time and from time to time upon not less than ten (10) days prior notice by Lessor to execute, acknowledge, and deliver to Lessor or another at Lessor's direction, a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which periodic rent and any other charges due under this Lease have been paid and stating whether or not to the best knowledge of Lessee there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease and if so specifying, it being intended that any such statement delivered pursuant hereto may be relied upon by Lessor and by any mortgagee, assignee or other person to whom Lessor has made representations concerning this Lease.

Lessor Financing.

Lessee understands that the Property and the Building of which the Premises are a part is subject to long-term mortgage financing based upon expected rent flow and that uninterrupted payment of rents by Lessees is essential. Accordingly, Lessee agrees that no breach of covenant or violation of any provision of this Lease will entitle Lessee to withhold payment of rent but give rise to separate cause of action against Lessor only; that Lessee will acknowledge and honor any and all rent assignments made by Lessor and execute any acceptance of said assignments required by any assignee; that any lender succeeding to the interest of Lessor by foreclosure, or any other method of realizing upon security, shall be entitled to enforce each and every covenant of this Lease without defense by set-off, counter-claim, cross-action, or otherwise by Lessee on account of any breach by Lessor or because of rents paid in advance of the requirements of this Lease or for

damage or security deposits paid to Lessor; and that Lessee will, if requested by any such lender, nevertheless from time to time notify lender of any breach of covenant or conditions by Lessor, giving lender sufficient time to realize upon its security, succeed to possession, and cure such default before any termination or claim or attempt at termination of this Lease by Lessee for such default by Lessor.

Rules and Regulations.

Lessor shall have the right to promulgate, post, distribute, and enforce reasonable and uniform rules and regulations in regard to the Property, which, with all changes and additions thereto shall be kept and observed by Lessee, its agents, employees and permittees.

Warranty.

Lessor warrants that it has good title to the Premises and the lawful right to make this Lease, that the Premises are free from all encumbrances except recorded mortgage as provided for hereinabove, real estate taxes which are elsewhere treated in this Lease and all easement, restrictions, and conditions of record, that Lessor will keep Lessee in quiet possession of the Premises throughout the term hereof and defend the leasehold interest of Lessee against the claims of all persons whomsoever, provided, however, the Lessee should be and remain a good and faithful Lessee of Lessor under the terms of this Lease.

Security Deposit.

As additional security for the full and prompt performance by Lessee of all its obligations hereunder, Lessee has, upon execution of this Lease, paid to the Lessor the sum of SN/A (the "Deposit"), which Deposit may be applied by Lessor for the purpose of curing any defaults of Lessee under this Lease. If Lessee has not defaulted hereunder or if Lessor has not applied the Deposit to such default, then the Deposit or any portion thereof not so applied by Lessor shall be refunded to Lessee without interest upon vacating the Premises.

Brokerage.

Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than Schaad Brown Real Estate (if the foregoing blank has not been completed, the word "None" shall be deemed to have been typed therein) and Lessee agrees to indemnify and hold Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. The provisions of this paragraph shall survive the termination of this Lease.

Notices.

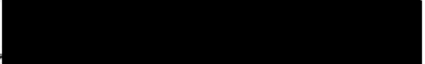
All notices or demands required or permitted under this Lease shall be in writing and shall be deemed to be properly served upon being deposited in the mail, if sent by registered or certified mail, addressed to the Lessor and mailed to Sage Investment Company, c/o Schaad Brown Real Estate, P.O. Box 51572, Knoxville, TN 37950; and to the Lessee at its office in the Premises.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written. The parties hereto each intended to be legally bound as provided herein.

LESSEE:

Duncan for Congress

Tim Amaway  
Witness

By:   
Its: Treasurer

LESSOR:

Sage Investment Company, a Tennessee General Partnership

Tim Amaway  
Witness


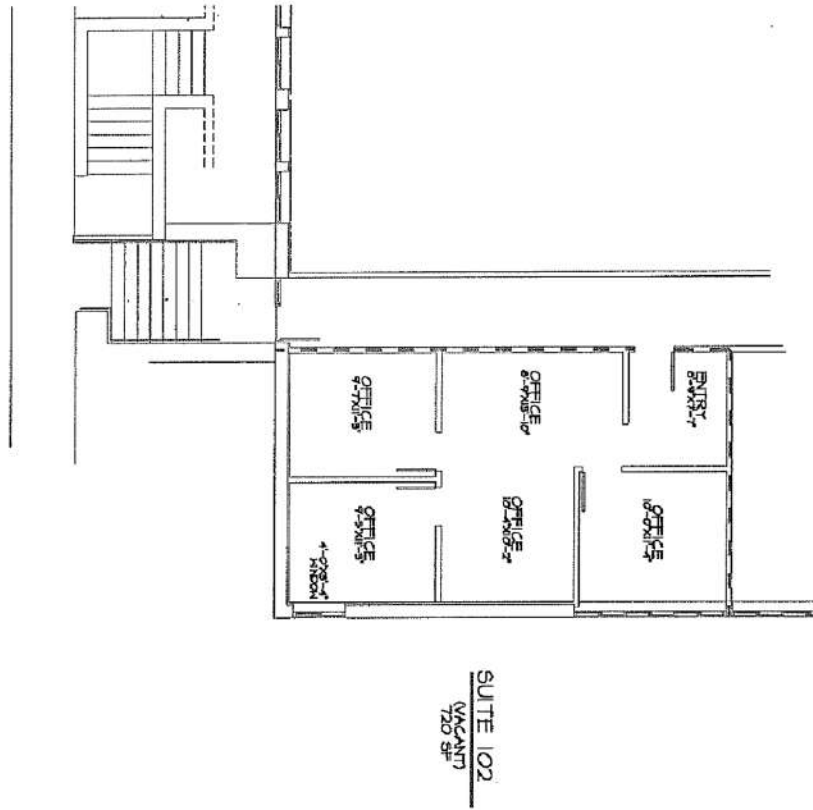
By:   
Its: General Partner

Exhibit "A" to Office Lease



**Exhibit "B" to Office Lease**

The following maintenance items are to be completed by Lessor prior to lease commencement:

1. The Lessor shall paint the walls, doors and trim of Suite 102.



# **EXHIBIT 15**

JOHN J DUNCAN  
Closing Date 10/23/14

Account Ending [REDACTED]

<b>New Balance</b>	<b>\$6,987.15</b>
<b>Please Pay By†</b>	<b>11/07/14</b>

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


**Membership Rewards® Points**  
Available and Pending as of 09/30/14  
**131,298**  
For up to date point balance and full program details, visit [membershiptrewards.com](http://membershiptrewards.com)

**Account Summary**


Previous Balance	\$3,743.09
Payments/Credits	-\$3,743.09
New Charges	+\$6,987.15
Fees	+\$0.00
<b>New Balance</b>	<b>\$6,987.15</b>


Days in Billing Period: 31

**Customer Care**

 **Pay by Computer**  
[americanexpress.com/psc](http://americanexpress.com/psc)

**Customer Care**    **Pay by Phone**  
1-800-327-2177    1-800-472-9297

 See page 2 for additional information.

-  See page 2 for important information about your account.
-  **See Page 9 For A Notice Of Changes To The Membership Rewards Program Terms & Conditions**

↓ Please fold on the perforation below, detach and return with your payment ↓

 **Payment Coupon**  
Do not staple or use paper clips

 **Pay by Computer**  
[americanexpress.com/psc](http://americanexpress.com/psc)

 **Pay by Phone**  
1-800-472-9297

**Account Ending** [REDACTED]  
Enter account number on all documents.  
Make check payable to American Express.

|||...|||  
JOHN J DUNCAN  
PO BOX 2646  
KNOXVILLE TN 37901-2646

Please Pay By	<b>11/07/14</b>
Amount Due	<b>\$6,987.15</b>

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 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 drawn on 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 receipt. Any restrictive 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 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 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 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.

	<b>Customer Care &amp; Billing Inquiries</b>	1-800-528-4800	<b>Hearing Impaired</b>
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-800-528-4800	FAX: 1-800-695-9090
	Lost or Stolen Card	1-800-992-3404	In NY: 1-800-522-1897
	Express Cash	1-800-CASH-NOW	

	<b>Website:</b> <a href="http://americanexpress.com">americanexpress.com</a>
	<b>Mobile Site:</b> <a href="http://amexmobile.com">amexmobile.com</a>
<b>Customer Care &amp; Billing Inquiries</b>	<b>Payments</b>
P.O. BOX 981535	P.O. BOX 650448
EL PASO, TX	DALLAS TX
79998-1535	75265-0448

**Change of Address**

If correct on front, do not use.

- To change your address online, visit [www.americanexpress.com/updatecontactinfo](http://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.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

**Pay Your Bill with AutoPay**

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit [americanexpress.com/autopay](http://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](http://www.americanexpress.com/privacy).

JOHN J DUNCAN  
Closing Date 10/23/14

Account Ending [REDACTED]

**Payments and Credits**

---

**Summary**

	<b>Total</b>
Payments	-\$3,743.09
Credits	\$0.00
<b>Total Payments and Credits</b>	<b>-\$3,743.09</b>

**Detail** \*Indicates posting date

Payments	<b>Amount</b>
10/18/14* JOHN J DUNCAN PAYMENT RECEIVED - THANK YOU	-\$3,743.09


**New Charges**

---

**Summary**

	<b>Total</b>
JOHN J DUNCAN [REDACTED]	\$4,938.66
JOHN J DUNCAN JR [REDACTED]	\$2,048.49
<b>Total New Charges</b>	<b>\$6,987.15</b>

**Detail** \*Indicates posting date

 **JOHN J DUNCAN**  
Card Ending [REDACTED]

	<b>Amount</b>
09/24/14 THE I MARKET #791 00FARRAGUT TN 9999999999	\$86.46
09/24/14 MIMIS CAFE 103 00000KNOXVILLE TN 8665664647 Description RESTAURANT CHARGES	\$98.71
09/25/14 WAL-MART SUPERCENTERKNOXVILLE TN DISCOUNT STORE	\$263.18
09/25/14 EL PARAISO MEXIC EL BEAN STATION TN 8659930369 TIP \$5.00	\$40.77
09/26/14 WHITE HOUSE HIST ASSWASHINGTON DC 202-737-8292 Description CONTRIBUTIONS/DONAT	\$1,227.50
09/26/14 COX & WRIGHT GROCERYRUTLEDGE TN 8658283883	\$22.24
09/29/14 WASABI JAPANESE STEAKNOXVILLE TN 865-584-4898 FOOD \$81.81 TIP \$11.19	\$93.00
09/29/14 WASABI JAPANESE STEAKNOXVILLE TN 865-584-4898 FOOD \$99.82 TIP \$13.18	\$113.00

Continued on reverse

**Detail Continued** \*Indicates posting date


				Amount
10/01/14	AUBREYS	KNOXVILLE	TN	\$101.00
	8655881111			
10/02/14*	MEM RWDS ANNUAL PROGRAM FEE			\$40.00
	GOODS AND SERVICES			
10/03/14	BRAVO KNOXVILLE	KNOXVILLE	TN	\$85.00
	RESTAURANT			
	FOOD/BEVERAGE		\$73.95	
	TIP		\$11.05	
10/08/14	CHESAPEAKE'S 103	KNOXVILLE	TN	\$191.33
	RESTAURANT			
	FOOD/BEVERAGE		\$166.33	
	TIP		\$25.00	
10/10/14	SHONEY'S OF KNOX	000KNOXVILLE	TN	\$39.35
	8656906331			
	Description			
	RESTAURANT CHARGES			
10/11/14	WEISS BABY	865-671-4242		\$143.66
	865-671-4242			
10/13/14	WOODSON BEND RESORT	BRONSTON	KY	\$145.00
	PUBLIC GOLF COURSE			
10/14/14	TRH TURKEY CREEK	TURKEY CREEK	TN	\$51.41
	8653929150			
10/15/14	RAFFERTY'S #61 0053	KNOXVILLE	TN	\$117.05
	865-539-1323			
	Description			
	FOOD/BEVERAGE			
10/19/14	GREENBRIER HOTEL 000WHITE	SULPHUR S	WV	\$198.00
	Arrival Date	Departure Date		
	10/19/14	12/17/14		
	00000000			
	LODGING			
	CARDEPOSIT			
10/19/14	GREENBRIER HOTEL 000WHITE	SULPHUR S	WV	\$198.00
	Arrival Date	Departure Date		
	10/19/14	12/17/14		
	00000000			
	LODGING			
	CARDEPOSIT			
10/19/14	GREENBRIER HOTEL 000WHITE	SULPHUR S	WV	\$198.00
	Arrival Date	Departure Date		
	10/19/14	12/17/14		
	00000000			
	LODGING			
	CARDEPOSIT			
10/19/14	GREENBRIER HOTEL 000WHITE	SULPHUR S	WV	\$258.00
	Arrival Date	Departure Date		
	10/19/14	12/16/14		
	00000000			
	LODGING			
	CARDEPOSIT			

Continued on next page

JOHN J DUNCAN  
Closing Date 10/23/14

Account Ending [REDACTED]

**Detail Continued** \*Indicates posting date

			Amount
10/19/14	GREENBRIER HOTEL 000WHITE SULPHUR S WV		\$198.00
	Arrival Date	Departure Date	
	10/19/14	12/17/14	
	00000000		
	LODGING		
	CARDEPOSIT		
10/19/14	GREENBRIER HOTEL 000WHITE SULPHUR S WV		\$198.00
	Arrival Date	Departure Date	
	10/19/14	12/16/14	
	00000000		
	LODGING		
	CARDEPOSIT		
10/19/14	GREENBRIER HOTEL 000WHITE SULPHUR S WV		\$198.00
	Arrival Date	Departure Date	
	10/19/14	12/17/14	
	00000000		
	LODGING		
	CARDEPOSIT		
10/19/14	GREENBRIER HOTEL 000WHITE SULPHUR S WV		\$238.00
	Arrival Date	Departure Date	
	10/19/14	12/16/14	
	00000000		
	LODGING		
	CARDEPOSIT		
10/19/14	GREENBRIER HOTEL 000WHITE SULPHUR S WV		\$198.00
	Arrival Date	Departure Date	
	10/19/14	12/16/14	
	00000000		
	LODGING		
	CARDEPOSIT		
10/20/14	TRANSACTION PROCESSED BY AMERICAN EXPRESS		\$198.00
	Goods/Services		
	<b>JOHN J DUNCAN JR</b>		
	Card Ending [REDACTED]		
			Amount
09/22/14	MSFT *OFFICE 0000 OFFICE.COM WA		\$10.91
	800-642-7676		
	Description		
	COMPUTER DATA PROCE		
09/23/14	SOCCER TACO KNOXVILLE TN		\$32.38
	RESTAURANT		
	FOOD/BEVERAGE	\$27.38	
	TIP	\$5.00	
09/24/14	AUBREYS KNOXVILLE TN		\$39.43
	8655881111		
09/25/14	CHESAPEAKE'S 103 KNOXVILLE TN		\$217.69
	RESTAURANT		
	FOOD/BEVERAGE	\$187.69	
	TIP	\$30.00	
09/25/14	WAL-MART SUPERCENTERKNOXVILLE TN		\$232.39
	DISCOUNT STORE		

Continued on reverse

**Detail Continued** \*Indicates posting date

				Amount
09/25/14	FEDEXOFFICE 001436291-888-889-7121 0000 379195 COMPUTER RENTAL BLACK_AND_WHITE_PRINTER			\$8.55
09/26/14	CHICK-FIL-A #00507 OKNOXVILLE TN 8655880100			\$14.29
09/28/14	WEIGELS #23 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP			\$51.98
09/29/14	FOODSERVICEWAREHOUSEGREENWOODVILLAGE CO COMM EQUIPMT			\$225.02
10/06/14	PAPA JOHN'S #00068 KNOXVILLE TN FAST FOOD RESTAURANT			\$55.66
10/07/14	WEIGELS #37 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP			\$19.28
10/07/14	WEIGELS #37 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP			\$9.80
10/08/14	XPEDX LLC KNOXVILLE TN 513-965-2733			\$497.84
10/08/14	SOCCER TACO KNOXVILLE TN RESTAURANT FOOD/BEVERAGE \$22.99 TIP \$4.00			\$26.99
10/08/14	AUBREYS KNOXVILLE TN 8655881111			\$51.80
10/09/14	WEIGELS #15 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP			\$54.91
10/15/14	AUBREYS KNOXVILLE TN 8655881111			\$46.24
10/16/14	SHUCK RAW BAR 000000KNOXVILLE TN 8654051767 Description GENERAL MERCHANDISE			\$68.34
10/17/14	WEIGELS #15 QKNOXVILLE TN 865-938-2042 Description AUTOMATED FUEL PUMP			\$73.53
10/18/14	AT&T*BILL PAYMENT 95DALLAS TX 800-331-0500 Description TELEPHONE SERVICE/E			\$242.62
10/22/14	BRAVO KNOXVILLE KNOXVILLE TN RESTAURANT FOOD/BEVERAGE \$46.93 TIP \$11.00			\$57.93

Continued on next page

JOHN J DUNCAN  
Closing Date 10/23/14

Account Ending XXXXXXXXXX

**Detail Continued** \*Indicates posting date

				Amount
10/23/14	MSFT	*OFFICE0000 OFFICE.COM	WA	\$10.91
		800-642-7676		
		Description		
		COMPUTER DATA PROCE		

**Fees**

		Amount
<b>Total Fees for this Period</b>		<b>\$0.00</b>

**2014 Fees and Interest Totals Year-to-Date**

		Amount
Total Fees in 2014		\$120.00
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
<b>Total</b>					<b>\$0.00</b>

(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 18.24% (v).

Please refer to page 2 for further Important Information regarding your account





JOHN J DUNCAN  
Closing Date 10/23/14

Account Ending [REDACTED]

## Important Notice About a Change to Membership Rewards® Program Redemption Options

### Delta SkyMiles Program Transfer Allowance

Effective January 1, 2015, Delta is making a program-wide change limiting the number of points that can be transferred into a SkyMiles account from any partner loyalty program, including the Membership Rewards Program. As a result, there will be 2 important changes that will limit the total number of Membership Rewards points that you can redeem for Delta SkyMiles: (1) the total number of Membership Rewards points that can be transferred out of any Membership Rewards account into one or more Delta SkyMiles accounts will be limited to 250,000 points per calendar year, and (2) the total number of Membership Rewards points that can be transferred into any individual Delta SkyMiles account will be limited to 250,000 points per calendar year. (A "calendar year" is 12:00 am MST Jan 1 through 11:59 pm MST Dec 31). To view additional information regarding these changes, please visit [membershiprewards.com/delta](http://membershiprewards.com/delta) or call 1-800-AXP-EARN (1-800-297-3276) or the number on the back of your Card.

As a reminder, through December 31, 2014, you may transfer a maximum of 999,000 points to a single SkyMiles account on any given day.

The detailed change to Membership Rewards Program Terms can be found below.

### Detail of the Change

The terms of the Membership Rewards program are subject to change in accordance with the program's Terms & Conditions. This notice formally amends the Terms & Conditions as described below. Any terms in the Terms & Conditions conflicting with this change 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 this change, please call the number on the back of your Card.

Effective January 1, 2015, the **Who can transfer points** subparagraph of paragraph 1 of the "Using Points" section of the Membership Rewards Program Terms & Conditions is amended by inserting the following sentence at the end thereof:

"You can only transfer 250,000 Membership Rewards points per calendar year into the Delta SkyMiles Program."

JOHN J DUNCAN

**DUPLICATE COPY**  
Account Ending [REDACTED]

p. 10/12

**Membership Rewards® DUPLICATE COPY**  
**Monthly Statement and Program News**

p. 11/12

Prepared for JOHN J DUNCAN

Account Number [REDACTED]

**Questions About Your Account?**

**Total Points Balance** **131,298**

**Points Earned this Period** **3,708**

**Account Summary** September 1, 2014 - September 30, 2014

Opening Points Balance	127,590
Points Earned this Period	+3,708
Points Used this Period	0
Reinstated Points and Adjustments	0
<b>Total Points Balance</b>	<b>131,298</b>

Points Earned this Period are pending until charges are paid in full and all your accounts are in good standing.

 [membershiprewards.com](http://membershiprewards.com)

1-800-AXP-EARN (297-3276)  
 International Collect: 305-816-2799

**Did You Know?**

**Use Points For Your Charges**  
 Use your Card for charges like travel, dining, groceries, and more, then go online and use the points you earned toward your eligible charges.  
 Learn more at [membershiprewards.com/yourcharges](http://membershiprewards.com/yourcharges)

**Points Transaction Detail**

September 1, 2014 - September 30, 2014

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Traditional Gold XXXX-XXXX [REDACTED]	856	0	856
Add'l Traditional Gold XXXX-XXXX [REDACTED]	2,852	0	2,852
<b>Total</b>	<b>3,708</b>	<b>0</b>	<b>3,708</b>

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](http://membershiprewards.com).** Terms and Conditions of the Membership Rewards® program apply. For more information, visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

Prepared for **DUPLICATE COPY**  
**JOHN J DUNCAN**  
Membership Rewards® Account Number  
[REDACTED]

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# **EXHIBIT 16**



**American Express®  
Traditional Gold Card**

**Earn points on all of your purchases, everywhere you use the Card.**  
Visit [www.americanexpress.com/rewards](http://www.americanexpress.com/rewards)

Prepared For  
**JOHN J DUNCAN**

Account Number  
XXXX-XXXX-XXXX-XXXX

Closing Date  
05/23/10

Page 1 of 5

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
1,951.63	-1,951.63	+3,228.98	3,228.98

**Please Pay By  
06/07/10**

Please refer to page 4 for important information regarding your account

*B G*

37901 377

0 1 4 0  
001 003 03067 PMSNWEDL

**NAME CHANGE TO AMERICAN EXPRESS® TRADITIONAL GOLD CARD**

Your Card has a new name. Effective immediately, your Card is called simply the American Express® Traditional Gold Card. The name is new, and you will still enjoy all the same service, benefits and rewards as before. You will see this new name reflected on your paper and online statements going forward. You will receive a new Card on the Card's regularly scheduled expiration date.

To manage your card account online or to pay your bill, please visit us at [www.americanexpress.com](http://www.americanexpress.com). For general servicing or additional contact information, please see the reverse side of this page or call the number on the back of your card.

**Activity**

\* Indicates posting date

Activity	Amount \$
05/16/10* PAYMENT RECEIVED ACH - THANK YOU	-184.01
05/16/10* PAYMENT RECEIVED - THANK YOU	-1,767.62

**Total of Payment Activity**

**-1,951.63**

**Due in Full Activity for JOHN J DUNCAN**

Card XXXX-XXXX-XXXX-XXXX

Amount \$

04/14/10 WILLIAMS-SONOMA E-COHOME FURNISH 3258320200000000037901	324.74
04/22/10 FREEDOMPAY 335161100NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVI	79.75
04/24/10 FOOTHILLS MILLING COMARYVILLE 865-679-2272	327.87
04/27/10 FREEDOMPAY 335161100NEWTOWN SQUAR 888-495-0222 Description BUSINESS SERVI	53.00

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on Page 3





Prepared For  
**JOHN J DUNCAN**

Account Number  
XXXX-XXXX

Closing Date  
05/23/10

000( 10580 R03NWEOL 03067

**Due in Full continued**

		Amount \$
04/27/10	OLIVE GARDEN #1262 0FALLS CHURCH 7036717507	13.39
04/28/10	T G I FRIDAY'S C792 WASHINGTON RESTAURANT FOOD/BEVERAGE 14.68 TIP 1.32	16.00
04/28/10	DC NATIONAL CAB COMP WASHINGTON 202-269-1234	25.00
05/01/10	DENNY'S #2232 000000 LEXINGTON 8592331874	22.05
05/03/10	MARRIOTT 33736 LEXRST LEXINGTON Arrival Date 04/30/10 Departure Date 05/02/10 00000000	678.26
05/03/10	BRAVO KNOXVILLE KNOXVILLE RESTAURANT FOOD/BEVERAGE 42.07 TIP 7.93	50.00
05/06/10	PARADIES #391 WASHINGTON CARD & SOUVENIR STORE	15.74
05/06/10	BED BATH & BEYOND 65 TOTOWA 973-785-4333	105.46
05/07/10	KANPAI TOKYO KNOXVILLE RESTAURANT	107.00
05/11/10	PF CHANG'S #9923 306 KNOXVILLE 1111111111 FOOD/BEVERAGE 103.40 TIP 20.00	123.40
05/11/10	Inn on Biltmore Esta(828)225-1608 0020961117 37902 Lodging	209.00
05/14/10	BED BATH & BEYOND 65 TOTOWA 973-785-4333	144.17
05/14/10	TEXAS ROADHOUSE #206 KNOXVILLE 8655844150 Description Price FOOD AND BEVERAGE 150.00	150.00
05/17/10	DELTA AIR LINES NORWALK CT DELTA AIR LINES From: KNOXVILLE TN To: ATLANTA GA WASHINGTON NAT'L D CINCINNATI OH KNOXVILLE TN Carrier: DL Class: LC DL LC DL LC DL LC Ticket Number: [REDACTED] Date of Departure: 06/07 Passenger Name: DUNCAN/ZANE JOSEPH Document Type: PASSENGER TICKET	489.30
05/19/10	FREEDOMPAY 335161100 WAYNE 888-495-0222 Description BUSINESS SERVI	88.95

**Total of Due in Full Activity for JOHN J DUNCAN**

**3,023.08**

Continued on reverse

**Due in Full continued** Amount \$

**Due in Full Activity for JOHN J DUNCAN JR**

Card XXXX-XXXX [REDACTED]

05/11/10	WEST TOWN MALL 9805 KNOXVILLE	205.90
	8656934731	
	Description	Price
	SPECIALTY RETAIL ST	205.90

**Total of Due in Full Activity for JOHN J DUNCAN JR** 205.90

**Total Due in Full Activity** 3,228.98

**Important Notice**

**Information on Flexible Payment Features**

You may have access to one or more Flexible Payment Features as part of your Card account. The current Annual Percentage Rates (APRs) and Daily Periodic Rates (DPRs) for the Flexible Payment Features are as follows:

For Sign & Travel<sup>®</sup>, the APR is 15.24%, the DPR is 0.0417%  
Sign & Travel, the APR is 15.24%, the DPR is 0.0417%

Please refer to page 2 for further important information regarding your account

