# **EXHIBIT 24**

Earn points on all of your purchases, everywhere you use the Card.

Visit www.americanexpress.com/rewards

Prepared For JOHN J DUNCAN XXXX-XXXXX

Glosing Date 01/22/09

Page 1 of 8

Previous Balance \$
4,151.55

Payment Activity \$
-4,151.55

New Activity \$ Inc. Adjustments +5,503.92

New Balance \$ 5,503,92 BB

Please Pay By 02/06/09

Please refer to page 4 for important information regarding your account

Amount \$

#### See Page 7 For An Important Privacy Notice

Indicates posting date

To manage your Card account online or to pay your bill, please visit us at www.americanexpress.com. For additional contact information, please see the reverse side of this page.



Activity

#### **Turn Everyday Bills into Rewards**

Pay your everyday bills automatically with an eligible American Express® Card--and you can earn points, miles or cash back with each payment.

Terms, conditions and restrictions apply.

իստվիրվիկիրբրվերինդիկերինգհՈկիկյ

KNOXVILLE TN 37901-2646

Enroll now at american express.com/billstopay

01/08/09*	PAYMENT RECEIVED ACH - THANK YO	U	THE STREET	-336.00
01/08/09*	PAYMENT RECEIVED - THANK YOU			-3,815.55
Total of	Payment Activity			-4,151.55
Due in F	ull Activity for JOHN J DUNCAN			Amount \$
12/23/08	LITTONS MARKET & RESKNOXVILLE 8656878788	TN		78.03
	FOOD/BEVERAGE TIP	68.03 10.00		
12/29/08	REGAS 54292980148973KNOXVILLE 8556373427	TN		73.06
	TIP	8.00		

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

Do not staple or use paper clips

**Payment Coupon** 



Continued on Page 3

Please Pay By: 02/06/09 To Pay by Computer, visit: american express.com/pbc

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

Amount Due \$5,503.92

See Finance Charges section on reverse side for a description of when additional Finance Charges are not assessed on Features.

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

Mail Payment to:

JOHN J DUNCAN PO BOX 2646

իլիկելիկայան արգրահանայիկերինի AMERICAN EXPRESS

P.O. BOX 650448 DALLAS TX 75265-0448

Closing Date 01/22/09

-uc c	ull continued	Amount \$
2/30/08	GREENBRIER HOTEL GREWHT SLPHR SPG WV  Arrival Date Departure Date 12/29/08 01/04/09 To 3E PAUD 000000000 LODGING CARDEPOSIT	338.14
2/30/08	GREENBRIER HOTEL GREWHT SLPHR SPG WV  Arrival Date Departure Date  12/29/08 01/04/09 TO BE PAID  000000000  LODGING  CARDEPOSIT	338.14
2/31/08	LITTONS MARKET & RESKNOXVILLE TN  8656878788  FOOD/BEVERAGE 50.78  TIP 7.50	58.28
01/01/09	CRACKER BARREL 83 KINGSPORT TN RESTAURANT	48.14
01/04/09	WENDY'S 0170 ABINGDON VA 4232475300 Description FAST FOOD REST	24.13
01/05/09	GREENBRIER HOTEL GREWHT SLPHR SPG Arrival Date Departure Date 01/01/09 01/04/09 01/04/09 UDGING	3,769.85
01/15/09	FREEDOMPAY / ZIPTHRUWAYNE PA DIRECT MKTG MISC FOOD/BEVERAGE 34.05	34.05
01/15/09	TEXAS ROADHOUSE #203ALCOA TN 8659844140 Description Price FOOD AND BEVERAGE 63.76	63.76
01/16/09	COPPER CELLAR 542929KNOXVILLE TN 8656733411 TIP 20.00	152.52
01/19/09	AUBREY'S RESTAURANT POWELL TN RESTAURANT	52.00
01/22/09	Membership Renewal Fee	85.00
Total of	Due in Full Activity for JOHN J DUNCAN	5,115.10
Due in F	ull Activity for JOHN J DUNCAN JR	
12/22/08	MARKET SQUARE KITCHEKNOXVILLE TN 865-546-4212 FOOD 14.58	14.58
01/15/09	OCEANAIRE WASHINGTONWASHINGTON DC RESTAURANT FOOD/BEVERAGE 334.24 TIP 40.00	374.24
Total of	Due in Full Activity for JOHN J DUNCAN JR	388.82

F1057.79

Continued on reverse

#### 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®, the APR is 15.24%, the DPR is 0.0418%

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



## **Shop with Peace of Mind**



If your identity is stolen, it's a relief to know you always have a place to turn for assistance. Cardmembership means you have 24/7 support to help you resolve any identity theft issues and recover your good name if you suspect you've been a victim.

For more information, please visit americanexpress.com/ idtheft

(CE 111471)

Terms and conditions apply.

## **Extended Warranty**



Why is it that as soon as a manufacturer's warranty runs out, something always seems to happen?

When you use your American Express® Card for eligible purchases, membership extends your warranty up to one year.

Terms and conditions apply.

For more information, please visit americanexpress.com/ extendedwarranty

(CE 111445)

#### Shop with Confidence



When something you buy is broken or stolen, it shouldn't be your problem. That's why if you use your Card for eligible purchases, they're protected from damage or theft for up to 90 days from the moment you buy them.

For more information, please visit americanexpress.com/purchaseprotection

(CE 111446)

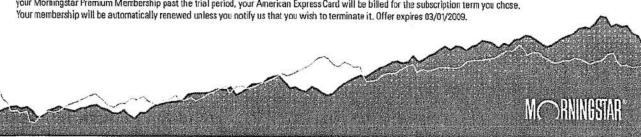
Terms and conditions apply.

# Gain A Stronger Investment Edge.

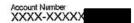
# Save up to \$50 on a Morningstar Premium Membership.

Go to www.morningstar.com/50 or call 1-866-257-1401 and mention American Express.

Receive exclusive savings at www.morningstar.com/50 when you use your American Express® Card: \$20 off a 1-year membership, \$34 off a 2-year membership and \$50 off a 3-year membership. We will not charge your Card for 14 days, so your trial is entirely free. If you continue your Morningstar Premium Membership past the trial period, your American Express Card will be billed for the subscription term you chose. Your membership will be automatically repeated upless you notify us that you wish to terminate it. Offer expires 03/01/2009



Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.



## Accept the Invitation of an Unforgettable Cruise



Waking up in a new port of call. A host that can show you the best way to explore it. Discover a whole new side of yourself. At Holland America Line, it's a belief that each voyage should be as breathtaking as each destination. Holland America Line immerses its passengers in some of the best amenities at sea making the five-star cruise line one of the highest rated in the world. Plus, with the privileges and conveniences of a fully hosted cruise from the American Express Mariner Club, you can focus on what is truly important, exploring the multitude of landscapes with those around you.

Contact your American Express Travel Professional at 1-877-297-5779 and mention promotion code M5380001 to learn more about the Mariner Club and available Holland America Line sailings.

(CE 111468)

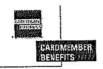
MARINERCLUB

Walk in the footsteps of ancient Incans on an exclusive tour of Machu Picchu. Mingle poolside at a private cocktail party as the sun sets over the coastline of Valparaiso. Or let your gracious host guide you to hidden markets along the Mediterranean. Simply ask for the Mariner Club when booking your cruise and a world of complimentary privileges will greet you along your journey.

Ship's Registry: The Netherlands. Mariner Host, shoreside events and cocktail parties contingent on minimum number of passengers and are subject to change. Mariner Club is not combinable with American Express Cruise Privileges.

American Express wants you to be aware that certain suppliers pay it commissions and other incentives for reaching sales targets or other goals, and may also provide incentives to American Express travel counselors. CST# 1022318-10, TA-002 Registered Iowa Travel Agency NV# 2001-0126, Washington UBI# 600-469-694, ML# 1192. 2008 American Express.

## **Book Your Cruise with American Express Travel**



Visit americanexpress.com/cruisesale for limited-time special offers from our cruise partners. You'll find upgrades, credits, savings and extras on travel near and far. Plus, you will receive the outstanding service and support you expect from American Express.

American Express wants you to be aware that certain suppliers pay them commissions as well as incentives for reaching sales targets or other goals, and from time to time may also provide incentives to the American Express travel counselors. American Express acts solely as the sales agent for travel suppliers and is not liable for the actions or inactions of such suppliers. CST# 1022318-10, ML# 1192, Washington UBI# 600-469-694, TA# 002 - Registered lowa Travel Agency, NV# 2001-0126.

Go to americanexpress.com/ cruisesale to find upgrades, credits, savings and extras on travel near and far.

(CE 111360)

# Book Your Winter Getaway with American Express Travel



Visit americanexpress.com/wintertravel to save on Flight + Hotel packages worldwide. Book confidently, knowing you will receive the outstanding service and support you expect from American Express.

Go to americanexpress.com/ wintertravel to save on Flight + Hotel packages worldwide.

(CE 111359)

American Express wants you to be aware that certain suppliers pay them commissions as well as incentives for reaching sales targets or other goals, and from time to time may also provide incentives to the American Express travel counselors. American Express acts solely as the sales agent for travel suppliers and is not liable for the actions or inactions of such suppliers. CST# 1022318-10, ML# 1192, Washington UBI# 600-469-694, TA# 002 - Registered lowa Travel Agency, NV# 2001-0126.

# Now Accepting American Express® Cards!



Alta Lodge - Alta, Utah's traditional ski-in, ski-out lodge, with warm ambiance, personal service and fine dining, since 1939. For reservations, call 1-800-707-2582. www.altalodge.com

Factory Carpet Warehouse - Tile, wood, laminate, and carpet! Conveniently located at 6012 Clinton Hwy. or by phone at 865-689-6740. www.factorycarpetwarehouse.net

Southern Graces SKYBOX - Experience the breathtaking panorama one of Knoxville's newest full-service bars on the 5th floor of the Sunsphere. 865-377-3619 for details.

If there are other places where you would like to see the Card accepted, please call the Customer Service number that is located on page 2 of your statement or the number that is on the back of your Card

(CE 111398)

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

# **EXHIBIT 25**



Earn points on all of your purchases, everywhere you use the Card. Visit www.americanexpress.com/rewards

Prepared For JOHN J DUNCAN Account Number

Closing Date 08/23/09

Page 1 of 6

0 37901 377

3 6

2,332.09

Payment Activity \$
-2,332.09

New Activity \$ Inc. Adjustments +2,783.15

New Balance \$ 2,783.15

BB

Please Pay By 09/07/09

Please refer to page 4 for important information regarding your account

To manage your Card account online or to pay your bill, please visit us at www.americanexpress.com. For additional contact information, please see the reverse side of this page.

Activi	ty Indicates posting date	** Foreis ba	ign Currency conversion rate se rate plus 2.7%. See page 2 for de	stails.	Amount \$
08/08/09*	PAYMENT RECEIVED - THANK YOU				-2,332.09
Due in F	ull Activity for JOHN J DUNCAN			Foreign Spending	Amount \$
08/07/09	FUNJET VACATIONS MILMILWAUKEE 800-558-3060				-545.33 Credit
07/25/09	FREEDOMPAY / ZIPTHRUWAYNE DIRECT MKTG MISC FOOD/BEVERAGE	37.90			37.90
07/25/09	TRAILHEAD STEAKHOUSEKNOXVILLE 8654480166 FOOD/BEVERAGE TIP	83.03 23.00			106.03
07/25/09	TIMBERS RESTAURANT TOWNSEND 865-776-3272 FOOD TIP	43.11 8.00	0, 2 5		51.11
07/29/09	FREEDOMPAY / ZIPTHRUWAYNE DIRECT MKTG MISC FOOD/BEVERAGE	94.05			94.05
07/30/09	FREEDOMPAY / ZIPTHRUWAYNE DIRECT MKTG MISC FOOD/BEVERAGE	30.75			30.75

Continued on Page 3

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

Due in F	ull continued	" Foreign Currency conversion rate is base rate plus 2.7%. See page 2 for details.	Foreign Spending	Amount \$
07/30/09	OCEANAIRE WASHINGTONWASHII RESTAURANT FOOD/BEVERAGE TIP			325.24
07/31/09	REGAS 54292980148973KNOXVILLE 8656373427 TIP	25.00		297.91
08/01/09	FREEDOMPAY/ZIPTHRUWAYNE DIRECT MKTG MISC FOOD/BEVERAGE	35.00		35.00
08/02/09	40 Day Late Payment Fee			35.00
08/02/09	ETP-TV @ETPTV CHARITABLE ORG			100.00
08/04/09	AGC OF AMERICA 0050 ARLINGTO 8002421766 Description CONTRIBUTIONS/	,		150.00
08/04/09	PF CHANG'S #9923 306KNOXVILLE 1111111111 FOOD/BEVERAGE TIP	57.14 7.50	to 14-	64.64
08/06/09	DILLARDS DEPT STORE NASHVILI DIRECT MKTGMISC Description Price CHINA 110.00 DELIVERY FEES 12.95 SALES TAX 11.38	LUEDDING G	i FT	134.33
08/08/09	RUTH CHRIS STEAK HSEKNOXVIL RESTAURANT FOOD/BEVERAGE TIP	218.34 30.00		248,34
08/10/09	FEDERAL CITY CATERERWASHIN 202-408-9700	GTON		308.42
08/12/09	MCALISTERS DELI #115KNOXVILL FAST FOOD RESTAURANT Description 109666	E	24	35.39
08/17/09	ST ANDREWS LINKS GOLF SHOP GOODS/SERVICES	FIFE UK	35,00 "Pounds Sterling	58.97
08/17/09	ST ANDREWS LINKS GOLF SHOPS GOODS/SERVICES	S LTD,ST ANDREWS	130.00 "Pounds Sterling	219.02
Total of	Due in Full Activity for JOHN	J DUNCAN	•	1,786.77
Due in F	ull Activity for JOHN J DUNC	AN JR		4
07/25/09	BEAN POT CNTRY STORECROSS BEAN POT CNTRY STORE	VILLE		38.25
07/26/09	CRACKER BARREL 15 COOKEVII RESTAURANT	LE		30.48
07/27/09	Renaissance9671ENASHNASHVILL Arrival Date Departs 07/25/09 07/26/0 00000000 LODGING	ure Date		137.34

JOHN J DI	JNCAN	XXXX-XXXX	8. T <b>#</b> 3.	1.4
Due in F	III continued	" Foreign Currency conversion rate is base rate plus 2.7%. See page 2 for details.	Foreign Spending	Amount \$
7/27/09	Renaissance9671ENASHNASI	IVILLE		197.27
	Arrival Date D	eparture Date		1121
	07/25/09 0	7/26/09		
	00000000			
	LODGING			
07/27/09	Renaissance9671ENASHNAS	IVILLE		197.27
	Arrival Date	eparture Date		
	07/25/09 0	7/26/09		
	00000000			
	LODGING			
07/27/09	LITTONS MARKET RESKNO	XVILLE		164.76
	RESTAURANT			
	FOOD/BEVERAGE	144.76		
	TIP	20.00		
07/29/09	BABIES 'R' US KNOXVILL	E		100.00
	CHILDREN'S CLOTHING	641		
08/07/09	CRACKER BARREL 9 SWE	ETWATER		31.01
	RESTAURANT			
08/18/09	BABIES 'R' US KNOXVILL	E . Carrie	The second secon	100.00
	CHILDREN'S CLOTHING	6777		
Total of	Due in Full Activity for J			996.38
Total D	ue in Full Activity			2,783.15

#### 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:

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

For Sign & Travel®, the APR is 15.24%, the DPR is 0.0418% Sign & Travel, the APR is 15.24%, the DPR is 0.0418%



# **EXHIBIT 26**



JOHN J DUNCAN Closing Date 12/23/10

Account Ending

Membership Rewards® Points **New Balance** \$9,005.74 As of 12/23/10 1,359 Please Pay By 01/07/11 For details, please see your 377 Membership Rewards page. 37901 Account Summary JJD PAID 210. 210. 11 Lets Pay in Full Portion Previous Balance \$6,101.20 ō See page Payments/Credits -\$6,101.20 New Charges +\$9,005.74 Fees Your m er to the +\$0.00 New Balance \$9,005.74 Renewa 006 01547 RO3NWE1E Pay Over Time Portion Previous Balance \$0.00 **;\$0.00** Payments/Credits **New Charges** +\$0.00 Fees +\$0.00 Interest Charged +\$0.00 New Balance \$0.00 **EXPLORE** WELCOME Minimum Due \$0.00 **Account Total Previous Balance** \$6,101.20 Payments/Credits -\$6,101.20 +\$9,005.74 **New Charges** Fees +\$0.00 15-7434/2540 Interest Charged +\$0.00 JOHN J, DUNCAN, JR. PH. 865-523-3772 800 MARKET STREET SUITE 110 **New Balance** \$9,005.74 KNOXVILLE, TN 37902 Days in Billing Period: 31 ustomer Care DOLLARS 🗈 🚟 Pay by Computer americanexpress.com/pbc CONGRESSIONAL 703 634 8500 Pay by Phone FEDERAL Customer Care ... 1-800-327-2177 1-800-472-9297 5ee page 2 for additional information. **DUNCAN FOR CONGRESS** 

# DUNCAN FOR CONGRESS P.O. BOX 2848 KNOXVILLE, TN 37901 DATE JAN. 7, 20/1 S7-157/841 11601 PAY TO THE OF AMERICAN EXPRESS \$ 8795. 74 EIGHT THOUSAND SEVEN HUNDRED NINE+41/VE 29 DOLLARS TO PROPER OF PROPERTY OF THE PROPER



# AMERICAN EXPRESS

# American Express® Traditional Gold Card

JOHN J DUNCAN Closing Date 12/23/10

Account Ending

<b>Payments and Credits</b>			
Summary			

NTT - 1000-1	Pay In Full	Pay Over Time ♦	Total
Payments	-\$6,101.20	\$0.00	~-\$6,101.20
Credits	\$0.00	\$0.00	\$0.00
Total Payments and Credits	-\$6,101.20	\$0.00	-\$6,101.20

Payments			Amoun
11/25/10*	JOHN J DUNCAN - PAYME	NT RECEIVED ACH - THANK YOU	-\$1,255.00
11/25/10*	JOHN J DUNCAN PAYME	NT RECEIVED - THANK YOU	-\$3,447.73
12/02/10*	JOHN J DUNCAN PAYME	NT RECEIVED - THANK YOU	-\$1,398.4

New Charges		
Summary		
	D	

	Pay In Full	Pay Over Time +	Total
JOHN J DUNCAN	\$6,772.24	\$0.00	\$6,772.24
JOHN J DUNCAN JR	\$2,233.50	\$0.00	\$2,233.50
Total New Charges	\$9,005.74	\$0.00	\$9,005.74

# Detail

# JOHN J DUNCAN Card Ending

				Amount
11/22/10	PEI WEI #0204 Q02 30KNOXVILLE 4808883336		TN	\$35.78
	Description Price FAST FOOD RESTAURAN \$35.			
11/24/10	MCALISTERS DELI#109KNOXVILL	LE	TN	\$32.11
	865-966-1011 Description			
	Description FOOD/BEVERAGE	El Sustances e		The state of the state of
12/01/10	FREEDOMPAY WAYNE	PA		\$48.35
	888-495-0222 Description			
	BUSINESS SERVI			
12/03/10	JASON'S DELI 8000002KNOXVILL	E	TN	\$47.36
	8653573354			
12/07/10	FREEDOMPAY WAYNE	PA	1000000	\$44.00
	888-495-0222			36
* .	Description BUSINESS SERVI			
12/08/10	NRCC E NRCC E WASHINGTON	1	DC	\$1,300.00
	202-479-7000			3.95-53188
12/09/10	FREEDOMPAY WAYNE	PA	- Vrumba	\$30.00
	888-495-0222			
	Description			
	BUSINESS SERVI			

					Amount
12/10/10	CAFE FIORELLO 0046 NEW YORK RESTAURANT Description FOOD/BEVERAGE	NY			\$261.25
12/11/10	NYC TAXI MED 9V49 09NEW YORK 000-0000000	NY			\$12.36
12/11/10	NYC TAXI MED 2F59 09WOODSIDE 000-0000000	NY			\$25.20
12/11/10	NYC TAXI MED 9F48 Q1PATERSON SALE/PURCHASE	NJ			\$13.65
12/11/10	TM NY - RADIO CITY MNEW YORK TICKET AGENCY TICKETS 20101211	NY	4CC	to PAY	\$210.00
12/11/10	SAKS FIFTH AVENUE NYNEW YORK 2129402818 Description Price RESTAURANT \$84.40 GRATUITIES \$10.00	NY			\$101.09
12/11/10	QUALITY MEATS NEW YORK RESTAURANT FOOD/BEVERAGE TIP	\$255.04 \$25.00			\$280.04
12/11/10	ROXY DELICATESSEN 01 NEW YORK 212-921-3333 Description FOOD/BEVERAGE	NY			\$44.25
12/11/10	OXFORD CAFE OXFORD CNEW YORK RESTAURANT	C NY			\$52.08
12/12/10	New York Palace HoteNew York Arrival Date Depart 12/10/10 12/12/ 00000000 LODGING	NY ure Date 10			\$22.85
12/12/10	DEL FRISCOS NEW YORK CITY RESTAURANT FOOD/BEVERAGE TIP	\$510.51 \$55.00			\$565.51
12/13/10	CONTINENTAL AIRLINES NEWARK CONTINENTAL AIRLINES From: To: NEWARK NJ KNOXY	NJ VILLETN VAILABLE	Carrier: CO Date of Depa	Class: ED arture: 12/13	\$110.00
12/13/10	NYC TAXI MED 8D97 Q1 HOPEWELL SALE/PURCHASE	JUNC NY			\$16.05
12/13/10	ALL TAXI MANAGEMENT LONG ISLA 718-361-0055 Description TAXI: 6N54 08:56 97 E 49th St 09:06 W 59 St New	AND CITY NY			\$9.40





# American Express® Traditional Gold Card





****		Amount
12/13/10	SARABETHS NEW YORK NY	\$218.86
	FAST FOOD RESTAURANT	
	FOOD/BEVERAGE \$187.81	
	TIP \$31.05	
12/13/10	ALL TAXI MANAGEMENT LONG ISLAND CITY NY	\$14.60
	718-361-0055	¥1 1.50
	Description	
	TAXI: 1A54	
	10:15 W 59 St New	
	10:37 423 Broadway	
12/13/10	NYC-TAXI VERIFONE NYLONG ISLAND CITY NY	\$13.00
	718-786-8585	
	Description	
	TAXI: 9T12	
	15:25	
	15:44	
12/13/10	ARR MANAGEMENT CORP WOODSIDE NY	\$10.20
	718-397-0504	¥15.25
	Description	
	TAXI: 1A44	
	14:25 155 W 56 St	
	14:35 49 W 35 St N	
12/13/10	TAXI-CHARGE.COM 800-222-8294 NJ TAXICAB & LIMOUSINE	\$85.00
12/14/10	Waldorf Astoria HiltNew York NY	\$438.41
	Arrival Date Departure Date	\$430.41
	12/12/10 12/13/10	
	00000000	
	LODGING	
12/14/10	Waldorf Astoria HiltNew York NY	\$378.61
	Arrival Date Departure Date	
	12/12/10 12/13/10	
	0000000	
-	LODGING	in the state of th
12/14/10	ART AND SOUL AT LIAWASHINGTON DC 202-638-1616	\$309.57
12/16/10	FREEDOMPAY WAYNE PA	\$33.25
	888-495-0222	\$33.25
	Description	
	BUSINESS SERVI	
12/16/10	LITTONS DIRECT TO YOKNOXVILLE TN	ta cco.o.
	CATERER	\$1,560.00
12/10/10	The state of the s	
12/18/10	PEI WEI #0204 Q02 30KNOXVILLE TN	\$27.97
	480883336	
	Description Price FAST FOOD RESTAURAN \$27.97	
12/19/10	YE OLDE STEAK HOUSE KNOXVILLE TN	\$420.64

		The state of the s	Amount
	IN J DUNCAN JR d Ending		
1		***	Amount
1/22/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	\$148.67
	Arrival Date	Departure Date	
	01/14/11	12/31/99	
	00000000 LODGING		
		PTIMACINAL PROPERTY OF THE PRO	
1/22/10	GAYLORD OPRYLAND	704477 J. 17 T. 17 V. 17	\$148.67
	01/14/11	Departure Date 12/31/99	
	00000000	12/31/77	
	LODGING		
1/22/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	\$148.67
	Arrival Date	Departure Date	¥1-10.07
	01/14/11	12/31/99	
	00000000		
	LODGING	and the same of th	The second secon
1/22/10		ITLNASHVILLE TN	\$148.67
	Arrival Date	Departure Date	
	01/14/11 00000000	12/31/99	
	LODGING		
2/02/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	\$186.45
	Arrival Date	Departure Date	\$100.43
	01/14/11	12/31/99	
	00000000		
	LODGING		
12/02/10-	GAYLORD OPRYLAND		\$335.12
	Arrival Date	Departure Date	
	01/14/11 00000000	12/31/99	
	LODGING		
12/02/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	t22512
12/02/10	Arrival Date	Departure Date	\$335.12
	01/14/11	12/31/99	
	10010000	N (2)	
	LODGING		
12/02/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	\$186.45
	Arrival Date	Departure Date	
	01/14/11	12/31/99	
	00000000 LODGING		20
12/02/10	GAYLORD OPRYLAND		\$186.45
	Arrival Date 01/14/11	Departure Date 12/31/99	
	00000000	12/31/99	
	LODGING		
12/02/10	GAYLORD OPRYLAND	HTLNASHVILLE TN	\$186.45
e e e e e e e e e e e e e e e e e e e	Arrival Date	Departure Date	4100.43
	01/14/11	12/31/99	
	00000000		
	LODGING		





# American Express® Traditional Gold Card



JOHN J DUNCAN Closing Date 12/23/10

Account Ending

		Amount
12/03/10	HOUSEGIFT SHOP 0000WASHINGTON DC 2022253520 Description REFER TO RECEIPT	\$32.88
12/03/10	WAL-MART 0672 ALCOA TN GENERAL MERCHANDISE	\$29.78
12/08/10	SMEAD LOT #0173 8000NASHVILLE TN 6158506463 Description Price PARKING LOT/GARAGE \$10.00	\$10.00
12/08/10	KENJO # 35 8663       KNOXVILLE       TN         865-558-6126       Quantity       Description       Price         13       Unleaded Regul       \$2.86	\$38.03
12/09/10	HERTZ CAR RENTAL KNOXVILLE TN  Location Date  Rental: KNOXVILLE TN 10/12/08  Return: KNOXVILLE TN 10/12/09  Agreement Number: Renter Name: DUNCUN /JOHN	\$47.74
12/10/10	CALHOUNS-105 542929KNOXVILLE TN	\$64.35
Fees	8656733355 TIP \$5.00	
	TIP \$5.00	
Fees	TIP \$5.00	
Fees Total Fees	TIP \$5.00	Amount
Fees Total Fees	TIP \$5.00	Amount
Fees  Total Fees  Intere	TIP \$5.00	Amount \$0.00
Fees Total Fees Interes	TIP \$5.00  a for this Period  est Charged	Amount \$0.00
Fees Total Fees Interes Total Inter	for this Period est Charged rest Charged for this Period Fees and Interest Totals Year-to-Date	Amount \$0.00  Amount \$0.00
Fees Total Fees Interes 2010 Total Fees	s for this Period est Charged rest Charged for this Period	Amount \$0.00

2000

# **EXHIBIT 27**

Response from The Greenbrier

Re: Review No. 17-2646

Date: 9/7/17

(1)

Guest names not found:

- i. Dean Rice
- k. Rebecca Massey
- 1. Courtney Kohlhepp
- n. Don Walker
- o. Jennifer L. Stansberry

Specific Charges identified in original request dated 8/25/17:

- a. 1/12/13 \$318.00 Golf Fee JJ Duncan
- b. 10/19/14 \$2,080 deposit for multiple rooms December 2014 visit
- c. 10/25/14 \$223 deposit for room December 2014 visit
- d. 12/16/14 \$347.40 Guest Folio Brian Debusk
- e. 12/17/14 \$12,440.60 December 2014 visit multiple rooms

(2) The charges and reservations noted were not related to an event, conference, space rental or retreat.

#### **Outline of Enclosed Documents:**

#### January 1-4, 2009 Visit

John Duncan III

- ⇒ Deposit 1 paid \$338.14 on 12/29/08 via AMEX ending (screen print)
- ⇒ Confirmation # 11445105 (no document available)
- ⇒ Guest accounts of John Duncan III and John Duncan Jr. paid on 1/4/09 via AMEX ending (folio)

John Duncan Jr.

- ⇒ Deposit 2 paid \$338.14 on 12/29/08 via AMEX ending (screen print)
- ⇒ Confirmation # 11445110 (no document available)
- ⇒ Guest account/no remaining charges (folio)

#### January 13-16, 2012 Visit

Mr. & Mrs. Zane Duncan,

- ⇒ Guest account of Zane Duncan paid \$926.07 on 1/18/12 via VISA ending (folio)
- ⇒ Confirmation #13082975 (no document available)

Mrs. Lynn Duncan

- ⇒ Guest account of Mrs. Lynn Duncan paid \$1,741.57 via VISA ending (folio)
- ⇒ Confirmation #13082974 (no document available)

#### January 11-14, 2013 Visit

Jason Brown, Zane Duncan, Chad Smith, John Duncan

⇒ Deposit paid \$1,592.49 on 1-2-13 via VISA ending (screen print)

<sup>\*</sup>additional detail provided below and in the enclosed documents

- ⇒ Confirmation #13315304 (no document available)
- ⇒ Deposits transferred from #13315304 to Zane Duncan and John Duncan \$530.83 each (screen print)
- ⇒ Guest account of Jason Brown paid \$1,170.33 on 1-14-13 via AMEX ending (folio)
- ⇒ Guest account of Zane Duncan paid \$410.45 on I-14-13 via Cash (folio)
- ⇒ Guest account of Chad Smith paid \$229.08 on 1-13-13 via VISA ending (folio)
- ⇒ Guest account of John Duncan paid \$1,451.95 via VISA ending (folio)
- ⇒ Golf Fee \$318 paid on 1/12/13 via AMEX ending (ticket & screen print)

#### April 17-20, 2014 Visit

Sandy Richards, Zane Duncan, Chad Richards

- ⇒ Deposit 1 on Sandy Richards paid \$286.71 on 01-09-14 via MC ending (screen print
- ⇒ Deposit 2 on Zane Duncan paid \$286.71 on 01-09-14 via MC ending (screen print)
- ⇒ Deposit 3 on Chad Richards paid \$286.71 on 01-09-14 via MC ending (screen print)
- ⇒ Confirmation #'s 13482544, 13482546, 13482549 (confirmation letter dated 1-9-14)
- ⇒ Guest accounts of Sandy Richards, Zane Duncan, Chad Richards paid \$4,010.23 on 4-20-14 via MC ending (folio)
- ⇒ Portion of guest account for Zane Duncan paid \$565.81 on 4-20-14 via VISA ending (folio)
- ⇒ Portion of guest account for Chad Richards paid \$438.39 on 4-20-14 via MC ending (folio)

#### December 14-17, 2014 Visit

Congressman & Mrs. John Duncan

- ⇒ Confirmation #'s 13634487, 13634488, 13634489, 13634490, 13634491, 13634492, 13634493, 13634494, 13634495, 13639754, 13635445 (confirmation letter dated 10-25-14)
- ⇒ Summary of 11 deposits paid 10-19-14 through 10-25-14 totaling \$2,303 via AMEX ending print) (screen
- ⇒ Deposit 1 on Sen. & Mrs. John Duncan paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest accounts of Sen. & Mrs. John Duncan, John Duncan, Jason Brown, Zane Duncan, Brian Debusk, Michael Strickland, Bob Griffitts, Bryn Richardson, Tommy Lowe, Clarence Sexton (folio)

John/Jennifer Duncan paid \$12,638.60 on 12-17-14 via AMEX ending (folio)

- ⇒ Deposit 2 on Mr. & Mrs. John Duncan paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no remaining charges (folio)

Jason Brown

- ⇒ Deposit 3 on Jason Brown paid \$258 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no remaining charges (folio)

Zane Duncan

- ⇒ Deposit 4 on Zane Duncan paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no remaining charges (folio)

Clarence Sexton

- ⇒ Deposit 5 on Clarence Sexton paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no remaining charges (folio)

Tommy Lowe

- ⇒ Deposit 6 on Tommy Lowe paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Portion of Guest Account of Tonuny Lowe paid \$63.93 via VISA ending (folio)
  Michael Strickland
  - ⇒ Deposit 7 on Michael Strickland paid \$198 on 10-19-14 via AMEX ending (screen print)
  - ⇒ Guest Account/no remaining charges (folio)

**Bob Griffits** 

- ⇒ Deposit 8 on Bob Griffits paid \$198 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no charges (folio)

#### Bryn Richardson

- ⇒ Deposit 9 on Bryn Richardson paid \$238 on 10-19-14 via AMEX ending (screen print)
- ⇒ Guest Account/no charges (folio)

#### Brian Debusk

- ⇒ Deposit 10 on Brian Debusk paid \$223 on 10-25-14 via AMEX ending (screen print)
- ⇒ Portion of Guest Account of Brian Debusk paid \$347.40 via AMEX ending (folio) Howard Phillips
  - ⇒ Deposit 11 on Howard Phillips paid \$198 on 10-20-14 via AMEX ending (screen print)
  - ⇒ Deposit 11 on Howard Phillips refunded -\$198 on 11-21-14 via AMEX ending (screen print)
  - ⇒ Reservation Cancelled (screen print)

## January 1-4, 2009 Visit

John Duncan III

- ⇒ Deposit 1 paid \$338.14 on 12/29/08 via AMEX ending (screen print)
- ⇒ Confirmation #11445105 (no document available)
- ⇒ Guest accounts of John Duncan III and John Duncan Jr. paid on 1/4/09 via AMEX ending John Duncan Jr.
  - ⇒ Deposit 2 paid \$338.14 on 12/29/08 via AMEX ending (screen print)
  - ⇒ Confirmation #11445110 (no document available)
  - ⇒ Guest account/no remaining charges (folio)

## December 14-17, 2014 Visit Congressman & Mrs. John Duncan ⇒ Confirmation #'s 13634487, 13634488, 13634489, 13634490, 13634491, 13634492, 13634493, 13634494, 13634495, 13639754, 13635445 (confirmation letter dated 10-25-14) ⇒ Summary of 11 deposits paid 10-19-14 through 10-25-14 totaling \$2,303 via AMEX ending (screen print) ⇒ Deposit 1 on Sen. & Mrs. John Duncan paid \$198 on 10-19-14 via AMEX ending ⇒ Guest accounts of Sen. & Mrs. John Duncan, John Duncan, Jason Brown, Zane Duncan, Brian Debusk, Michael Strickland, Bob Griffitts, Bryn Richardson, Tommy Lowe, Clarence Sexton (folio) John/Jennifer Duncan paid \$12,638.60 on 12-17-14 via AMEX ending (folio) ⇒ Deposit 2 on Mr. & Mrs. John Duncan paid \$198 on 10-19-14 via AMEX ending (screen print) ⇒ Guest Account/no remaining charges (folio) Jason Brown ⇒ Deposit 3 on Jason Brown paid \$258 on 10-19-14 via AMEX ending ⇒ Guest Account/no remaining charges (folio) Zane Duncan ⇒ Deposit 4 on Zane Duncan paid \$198 on 10-19-14 via AMEX ending (screen print) ⇒ Guest Account/no remaining charges (folio) Clarence Sexton ⇒ Deposit 5 on Clarence Sexton paid \$198 on 10-19-14 via AMEX ending (screen print) ⇒ Guest Account/no remaining charges (folio) Tommy Lowe ⇒ Deposit 6 on Tommy Lowe paid \$198 on 10-19-14 via AMEX ending ⇒ Portion of Guest Account of Tommy Lowe paid \$63.93 via VISA ending Michael Strickland ⇒ Deposit 7 on Michael Strickland paid \$198 on 10-19-14 via AMEX ending (screen print) ⇒ Guest Account/no remaining charges (folio) **Bob Griffits** ⇒ Deposit 8 on Bob Griffits paid \$198 on 10-19-14 via AMEX ending (screen print) ⇒ Guest Account/no charges (folio) Bryn Richardson ⇒ Deposit 9 on Bryn Richardson paid \$238 on 10-19-14 via AMEX ending ⇒ Guest Account/no charges (folio) Brian Debusk ⇒ Deposit 10 on Brian Debusk paid \$223 on 10-25-14 via AMEX ending (screen print) ⇒ Portion of Guest Account of Brian Debusk paid \$347.40 via AMEX ending Howard Phillips

⇒ Deposit 11 on Howard Phillips paid \$198 on 10-20-14 via AMEX ending (screen print)
⇒ Deposit 11 on Howard Phillips refunded -\$198 on 11-21-14 via AMEX ending (screen print)

⇒ Reservation Cancelled (screen print)

17-2646\_0414

# **EXHIBIT 28**

JOHN J DUNCAN Closing Date 11/21/14

Next Closing Date 12/23/14

Account Ending

#### Membership Rewards® Points New Balance \$3,177.44 Available and Pending as of 10/31/14 For up to date point balance and full program 12/07/14# Please Pay By details, visit membershiprewards.com Account Summary <sup>‡</sup> Payment is due upon receipt. We suggest you pay by the Please Pay By date. Previous Balance \$6,987.15 -\$6,987.15 Payments/Credits New Charges +\$3,177.44 +\$0.00 Fees **New Balance** \$3,177.44 See page 2 for important information about your account. Days In Billing Period: 29 **Customer Care** See Page 7 for Important Changes to Your Account Terms Pay by Computer See Page 9 for Important Changes to Your Agreement for americanexpress.com/pbc Transferring Funds Electronically Pay by Phone 1-800-472-9297 Customer Care 1-800-327-2177 See page 2 for additional information.

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

Payment Coupon
Do not staple or use paper clips

Pay by Computer american express.com/pbc

Pay by Phone 1-800-472-9297

**Account Ending** 

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

Please Pay By 12/07/14 Amount Due \$3,177.44

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

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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 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

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.

Email

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

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

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

Website: americanexpress.com Mobile Site: amexmobile.com

Customer Care & Billing Inquiries P.O. BOX 981535 EL PASO, TX 79998-1535

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

# Change of Address · To change your address online, visit www.americanexpress.com/updatecontactinfo For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care. Save time 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

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Avoid late fees

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

# American Express® Traditional Gold Card

p. 3/14

JOHN J DUNCAN Closing Date 11/21/14

Account Ending

Paym	ents and Credits	
Summ	ary	
e <u>ne</u>		Total
Payments		-\$6,987.15
Credits		\$0.00
Total Paym	ents and Credits	-\$6,987.15
Detail	*Indicates posting date	
Payments		Amount
11/13/14*	JOHN J DUNCAN PAYMENT RECEIVED - THANK YOU	-\$6,987.15
New	Charges	. 172
Summ	ary	
		Total
IOHN I DUI		\$2,077.22
JOHN J DUI		\$1,100.22
Total New	Charges	\$3,177.44
Detail	(10.000)	
	HN J DUNCAN	
Car	d Ending	Amount
10/24/14	DEAD END BBQ - 2 542MARYVILLE TN	
10/24/14	8652029973	\$51.28
	TIP \$7.00	
10/25/14	CALHOUN'S 105 KNOXVILLE TN	\$191.33
5	RESTAURANT	
	FOOD/BEVERAGE \$166.33 TIP \$25.00	
10/25/14	GREENBRIER HOTEL 000WHITE SULPHURS WV	t222.00
10/23/14	Arrival Date Departure Date	\$223.00
	10/25/14 12/17/14	
	0000000	
	LODGING	
	CARDEPOSIT	W. C. C. C.
10/27/14	AUBREYS KNOXVILLE TN 8655881111	\$88.55
10/28/14	CHUY'S KNOXVILLE 000KNOXVILLE TN	\$49.16
10/20/11	2145592489	342.10
	Description	
	RESTAURANT CHARGES	
10/30/14	BURLINGTON COAT FACTKNOXVILLE TN 8656946021	\$43.69
10/30/14	GLASS BAZAAR 865-584-9072 865-584-9072	\$102.70
	OLD TOWN GRILL - TAZ423-526-5766	

Continued on reverse



		Amount
11/03/14	CRACKER BARREL #75 FKNOXVILLE TN 8003339566 Description RESTAURANT CHARGES	\$29.00
11/04/14	CHESAPEAKE'S 103 KNOXVILLE TN  RESTAURANT FOOD/BEVERAGE \$321.30 TIP \$48.70	\$370.00
11/06/14	CHEDDARS CASUAL CAFEALCOA TN 859-269-1966	\$39.00
11/06/14	CRACKER BARREL #16 KKNOXVILLE TN 8003339566 Description RESTAURANT CHARGES	\$25.37
11/08/14	BABIES 'R' US KNOXVILLE TN CHILDREN'S CLOTHING	\$100.00
11/08/14	THE UPS STORE 2381 KNOXVILLE TN OFFICE SUPPLY STORE	\$22.99
1/08/14	WEISS BABY 865-671-4242 865-671-4242	\$68.77
1/09/14	EL PARAISO MEXIC EL BEAN STATION TN 8659930369 TIP \$3.59	\$27.00
11/12/14	LITTONS MARKET AND RKNOXVILLE TN RESTAURANT	\$41.60
11/13/14	FREEDOMPAY NEWTOWN SQUAR PA 888-495-0222 Description BUSINESS SERVICES	\$31.80
11/13/14	DOWN HOME RESTAURANTRUTLEDGE TN RESTAURANT	\$18.96
11/14/14	FOOD \$18.96  INGLES MARKETS #91 0KNOXVILLE TN  8659664360	\$239.80
11/15/14	COX & WRIGHT GROCERYRUTLEDGE TN 8658283883	\$9.47
11/16/14	CALHOUN'S 107 KNOXVILLE TN  RESTAURANT FOOD/BEVERAGE \$235.92 TIP \$27.50	\$263.42
	HNJ DUNCAN JR d Ending	
10/23/14	PREMIER PARKING TENNNASHVILLE TN	Amount
10/23/14	615-238-2250	\$9.00
10/25/14	THE SUNSPOT KNOXVILLE TN RESTAURANT FOOD/BEVERAGE \$41.25	\$48.25
	TIP \$7.00	

Continued on next page

# American Express® Traditional Gold Card

p. 5/14

JOHN J DUNCAN Closing Date 11/21/14

Account Ending

		Amount
10/28/14	FEDEXOFFICE 001436291-888-889-7121 0000 379195 COMPUTER RENTAL BLACK_AND_WHITE_PRINTER	\$22.42
10/30/14	OFFICE DEPOT 000037 KNOXVILLE TN RETAIL 37919	\$69.91
10/30/14	SHUCK RAW BAR 000000KNOXVILLE TN 8654051767 Description GENERAL MERCHANDISE	\$91.80
10/31/14	CRACKER BARREL #16 KKNOXVILLE TN 8003339566 Description RESTAURANT CHARGES	\$13.12
11/01/14	WEIGELS #57 QKNOXVILLE TN 865-938-2042 Description GAS/SERVICES	\$41.97
11/03/14	PILOT CORP 221 00221 KNOXVILLE TN GAS STATION	\$65,68
11/04/14	BOBS LIQUOR & WINE 8KNOXVILLE TN LIQUOR STORE	\$57.45
11/04/14	WAL-MART SUPERCENTERKNOXVILLE TN DISCOUNT STORE	\$76.89
11/05/14	RIVERVIEW GARAGE #00KNOXVILLE TN PARKING LOT & GARAGE	\$3.00
11/05/14	MES*HOLIDAY INN WORLKNOXVILLE TN Arrival Date Departure Date 11/05/14 11/05/14 00000000 LODGING	\$100.00
11/07/14	EVENT RENTALS INC OOKNOXVILLE TN 865-5310269	\$150.00
11/09/14	AUBREYS KNOXVILLE TN 8655881111	\$34.95
11/14/14	AUBREYS KNOXVILLE TN 8655881111	\$78.00
11/18/14	AT&T*BILL PAYMENT 95DALLAS TX 800-331-0500 Description TELEPHONE SERVICE/E	\$237.78
Fees		
		Amount
Total Fees	for this Period	\$0.00

Continued on reverse



	Amount
Total Fees in 2014	\$120.00
Total Interest in 2014	\$0.00

## Interest Charge Calculation

Your Annual Percentage Rate (AF		e annual interest rate on your account.  Transactions Dated		Balance	Interest
	From	То	Percentage Rate	Subject to Interest Rate	Charge
Select & Pay Later	09/23/2011		18.24% (v)	\$0.00	\$0.00
Total					\$0.00
(v) Variable Rate					

#### Information on Pay Over Time Features

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

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

**Current APR**The following are the current Annual Percentage Rates (APRs) for Pay OverTime Features: (v) Indicates variable rate

For Select & Pay Later, the APR is 18.24% (v).

JOHN J OUNCAN Closing Date 11/21/14

Account Ending

#### Notice of Important Changes to Your Account Terms

We are making changes to the American Express Cardmember Agreement ("Agreement") and other terms governing your account referenced in this notice. A summary of the changes appears below. Changes to your Agreement can be found below under "Detail of Changes to your Cardmember Agreement." We urge you and any Additional Cardmembers on your account to read the below notice carefully and file it along with your Agreement in a safe place for future reference.

## Important Changes to Your Account Terms

#### Important Notice Regarding Your Late Payment and Returned Payment Fees

The following is a summary of the changes that are being made to your account terms. For more detailed information, please see the Defail of Changes on the following page(s).

Revised Terms, effective for billing periods ending on or after January 1, 2015		
Late Payment Fee	Up to \$38. However, if your account does not have a Pay Over Time feature or balance and you do not pay for two billing periods in a row, your fee will be \$38 or 2.99% of the past due amount, whichever is greater.	
Returned Payment Fee	Up to <b>\$38</b>	

Summary of Other Changes		
Late Payment Fee Assessment	Effective for billing periods ending on or after January 1, 2015, if you do not pay the required payment by the Next Closing Date shown at the top of your billing statement, we will charge a late fee.	
Date	Previously, you had to make the required payment within 10 days after the Next Closing Date to avoid the late fee. With this change, you will need to make the required payment by the Next Closing Date to avoid a late fee.	
	As a reminder, your payment is still due upon receipt of your billing statement, or on the Payment Due Date if your statement includes a Pay Over Time balance. Your billing statement states the time and manner by which you must make your payment for it to be credited as of the same day it is received.	
Determining the Prime Rate	We are clarifying that to calculate interest we use the Prime Rate published in the rates section of <i>The Wall Street Journal</i> .	

See the following page(s) for the Detail of Changes

S19N4

BP/PCSCHBS/1114



#### **Detail of Changes to Your Cardmember Agreement**

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

#### Late Payment Fees and Returned Payment Fees

Effective for billing periods ending on or after January 1, 2015, the *Rates and Fees Table* on page 1 of Part 1 of the Cardmember Agreement is amended by deleting the *Penalty Fees* row and replacing it with the following:

Penalty Fees	
Late Payment	Up to \$38. However, if your account does not have a Pay Over Time feature or balance and you do not pay for two billing periods in a row, your fee will be \$38 or 2.99% of the past due amount, whichever is greater.
Returned Payment	Up to \$38.

#### Late Payment Fees and Late Payment Fee Assessment Date

Effective for billing periods ending on or after January 1, 2015, the *How Rates and Fees Work* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Late Payment* sub-section in its entirety and replacing it with the following:

Late Payment	<ul> <li>Accounts without a Pay Over Time Feature or Balance: Up to \$38. However, if you do not pay the Amount Due for two billing periods in a row, your late fee will be \$38 or 2.99% of the past due amount, whichever is greater.</li> <li>Your first late fee is \$27. This late fee will be charged if you do not pay the Amount Due on your billing statement by the Next Closing Date shown on that billing statement.</li> <li>If you do this again within 6 billing periods, your late fee is \$38 instead.</li> <li>However, if you do not pay the Amount Due for two or more billing periods in a row,</li> </ul>
	your late fee will be \$38 or 2.99% of the past due amount, whichever is greater.  • Your late fee will never exceed the Amount Due.  Accounts with a Pay Over Time Feature or Balance: Up to \$38.
	<ul> <li>Your first late fee is \$27. This fee will be charged if you do not pay the Minimum Payment Due on your billing statement by the Next Closing Date shown on that billing statement.</li> </ul>
	If you do this again within 6 billing periods, your late fee is \$38 instead.
	Your late fee will never exceed the Minimum Payment Due.
	<ul> <li>Paying late may also result in a Penalty APR. See Penalty APR for new transactions and Penalty APR for existing balances above.</li> </ul>

#### Returned Payment Fee

Effective for billing periods ending on or after January 1, 2015, the How Rates and Fees Work section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the Returned Payment sub-section and replacing it with the following:

Returned Payment	Up to \$38. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$27. If you do this again within the same billing period or the next 6 billing periods, the fee is \$38. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See Penalty APR for new transactions above.
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#### About your payments

Effective December 1, 2014, the When you must pay section of About your payments in Part 2 of the Cardmember Agreement is amended by inserting the following sentence after the last sentence:

"Each statement also shows a Next Closing Date."

#### Determining the Prime Rate

Effective immediately, the Determining the Prime Rate sub-section of the About interest charges on Pay Over Time balances section in Part 2 of the Cardmember Agreement is amended by deleting the first sentence and replacing it with:

"We use the Prime Rate from the rates section of The Wall Street Journal."

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BP/PCSCHBS/1114

JOHN J DUNCAN Closing Date 11/21/14



## Important Changes to Your Agreement for Transferring Funds Electronically

We are making changes to Your Agreement for Transferring Funds Electronically (the "EFT Agreement"). A summary of the changes can be found in the table below.

A copy of the new EFT Agreement can be found on the following pages. This EFT Agreement replaces any previous EFT Agreement you may have received, and contains important information regarding Electronic Funds Transfers. Please take time to familiarize yourself with the EFT Agreement and retain it for future reference.

Summary of Changes					
Limits on amounts and frequency of withdrawals	We are clarifying that you can only make 7 withdrawals in a single day, regardless of the dollar amount of the withdrawals.				
Express Cash activity	We are clarifying that your Express Cash activity will be shown on your card account statement.				
In case of errors or questions	We are clarifying that if we need more time to investigate after you have reported an error to us, we will credit your bank account within 10 business days.				

See the following pages for your new EFT Agreement

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BP/EFTCCRG/1114



#### Your Agreement for Transferring Funds Electronically

This EFT Agreement is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (service) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement In this EFT Agreement, you and your mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. We, our, and us mean American Express Travel Related Services Company, Inc. Your card account means the American Express card account. Your bank is the bank, securities firm, or other financial institution that holds your bank account. Your bank account is the bank account you use to pay for any transactions you make through the service. Withdraw or withdrawal means an electronic debit or deduction of funds from your bank account. Our business days are Monday through Friday, excluding holidays.

How Express Cash works
Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (ATMs). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (PIM). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential. Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer.
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account. For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See Converting charges made in a foreign currency in Part 2 of the Cardmember Agreement.

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If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

# Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

One from American \$3,000 in a 30-day period Express®

Zync Card® Green Card Gold Card Platinum Card® Centurion® Card \$3,000 in a 30-day period \$3,000 in a 30-day period \$8,500 in a 30-day period \$10,000 in a 30-day period \$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash. Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

#### How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

#### **Unauthorized transactions**

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your

card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT. Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

#### Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

#### Arbitration

The Arbitration section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express

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JOHN J DUNCAN Closing Date 11/21/14

Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions
If you think your statement or receipt is
wrong, or if you need more information
about a transaction on your statement or
receipt, call or write us as soon as you
can. We must hear from you no later
than 60 days after we sent the FIRST
statement on which the problem or error
appeared. If you do not contact us
because of certain circumstances (such
as you are in the hospital), we may
extend the 60-dayperiod for a reasonable
time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly.

However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again.

You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

#### We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time.

Also, we may stop a service at any time. We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion. We will end or suspend use of a service if:

- · you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

#### Assianment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Account Ending

#### Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

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JOHN J DUNCAN



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

Prepared for JOHN J DUNCAN

Account Number

Questions About Your Account?

**Total Points Balance** 138,245

membershiprewards.com

Points Earned this Period

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

6,947

Did You Know?

**Account Summary** October 1, 2014 - October 31, 2014 Opening Points Balance 131,298

Points Earned this Period +6,947 Points Used this Period 0 Reinstated Points and Adjustments 0

Total Points Balance 138,245 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

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

Points Transaction Detail

October 1, 2014 - October 31, 2014

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Traditional Gold XXXX-XXXXX	4,898	0	4,898
Add'l Traditional Gold XXXX-XXXXX	2,049	0	2,049
Total	6,947	0	6,947

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